

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

**CITY OF DETROIT’S MOTION TO (A)(1) VOID THE CASE EVALUATION AWARD
AND SCHEDULING ORDER OBTAINED BY PLAINTIFF CLARENCE HAYNES IN
VIOLATION OF THE AUTOMATIC STAY; AND (2) REQUIRE ENTRY OF NEW
SCHEDULING ORDER IN STATE COURT ACTION; OR, ALTERNATIVELY, (B)
STAY STATE COURT ACTION PENDING RESOLUTION OF THIS MOTION IF THE
COURT DETERMINES THAT FURTHER BRIEFING IS NECESSARY**

The City of Detroit, Michigan (“City”), by its undersigned counsel, files this Motion to (A)(1) Void the Case Evaluation Award and Scheduling Order Obtained by Plaintiff Clarence Haynes in Violation of the Automatic Stay; and (2) Require Entry of New Scheduling Order in State Court Action; or, Alternatively, (B) Stay State Court Action Pending Resolution of this Motion if the Court Determines that Further Briefing is Necessary. In support of this Motion, the City states as follows:

I. Introduction

1. On July 18, 2014, Clarence Haynes (“Plaintiff”) filed his second lawsuit against the City alleging that he is entitled to no fault benefits due to a pre-petition injury that occurred on November 6, 2012. Plaintiff’s first lawsuit – also based on the same November 2012 injury – was filed prior to the commencement of the City’s bankruptcy case and settled as part of the claims resolution process. After the second lawsuit was filed, the City filed a notice of suggestion of bankruptcy and application of the automatic stay. Despite receiving this notice and the effect of the automatic stay, Plaintiff proceeded to obtain a case evaluation award against the City. In reliance on the automatic stay and later the plan injunction, the City did not file a case

evaluation summary or meaningfully participate in the case evaluation process.¹ The filing of the second state court action and the case evaluation were actions taken in violation of the automatic stay and thereafter, the permanent injunction imposed by the City's confirmed and effective plan of adjustment. The City thus seeks to have this Court void the case evaluation award and the scheduling order.

II. Factual Background

A. The City's Bankruptcy Case

2. On July 18, 2013 ("Petition Date"), the City commenced this chapter 9 case.

3. On July 25, 2013, this Court entered its Order Pursuant to Section 105(a) of the Bankruptcy Code Confirming the Protections of Sections 362, 365 and 922 of the Bankruptcy Code ("Stay Confirmation Order"). [Doc. No. 167]. The Stay Confirmation Order provided in pertinent part:

Pursuant to section 362 of the Bankruptcy Code, all persons (including individuals, partnerships, corporations, limited liability companies and those acting for or on their behalf), all foreign or domestic governmental units and all other entities (and all those acting for or on their behalf) are hereby stayed, restrained and enjoined from:

...

(e) taking any action to collect, assess or recover a claim against the City that arose before the commencement of its chapter 9 case

¹ One of the City's attorneys (and not the attorney assigned to the case) was present at the case evaluation by mere happenstance. The City attorney handling the Haynes case, Calvert Bailey, did not attend the case evaluation because the case was subject to the automatic stay as evidenced by the notice of automatic stay and suggestion of bankruptcy that Mr. Bailey filed in the case. *See* Ex. 6E. Coincidentally, another City attorney, Robyn Brooks, was sitting in the case evaluation room waiting for another case to be called when the Haynes case was called. Seeing that no attorney for the City was there for the Haynes case, Ms. Brooks sat in on the case evaluation.

Stay Confirmation Order at 2. In other words, claimants could not sue to recover a pre-petition claim unless and until the automatic stay was lifted.² Here, not only was the stay not lifted, but the City filed a suggestion of bankruptcy to inform the parties and state court of the effect of the automatic stay and to avoid precisely what has happened in this case. Plaintiff did not seek to have the stay lifted or otherwise modified in this Court and, therefore, had no right to proceed with the state court action.

B. Plaintiff's State Court Actions

4. On June 4, 2013, Plaintiff filed a complaint in Wayne County Circuit Court against the City and Kavitaaben Manishkumar Desai ("2013 Complaint"). The 2013 Complaint is attached as Exhibit 6A. Plaintiff alleges that on November 6, 2012, Plaintiff was a passenger on a bus owned and operated by the City. 2013 Complaint ¶ 5. Plaintiff further alleges that Defendant Desai caused his vehicle to collide with the bus and that as a result of the crash Plaintiff suffered severe and permanent injuries. *Id.* ¶¶ 6-7. Count II of the 2013 Complaint, entitled "No-Fault Claim – City of Detroit" sought a judgment against the City for personal protection insurance benefits, including medical expenses and attendant care services allegedly incurred by Plaintiff. *Id.* ¶ 14-17.

5. On February 21, 2014, Plaintiff filed a proof of claim in this bankruptcy case. [Cl. No. 2158]. The amount listed on the proof of claim was \$27,376.44 and the stated basis was "no-fault lawsuit." The proof of claim is attached as Exhibit 6B.

² As of the December 10, 2014 effective date of the City's plan of adjustment and the grant of a discharge to the City, the automatic stay terminated pursuant to section 362(c)(2)(C). However, at the same moment, the automatic stay was replaced by a permanent injunction under the plan and order confirming the plan. *See* Doc. No. 8272; p. 89, ¶ 32.

6. On April 25, 2014, the City and Plaintiff entered into a settlement agreement resolving Plaintiff's claims. The settlement agreement is attached as Exhibit 6C.

7. On July 18, 2014, Plaintiff filed another complaint in Wayne County Circuit Court against the City and Kavitaaben Manishkumar Desai ("2014 Complaint"), commencing case number 14-009320 ("State Court Action"). The 2014 Complaint is attached as Exhibit 6D. The basis of the 2014 Complaint is the same alleged injury that occurred in November 2012. 2014 Complaint ¶¶ 6, 15. Plaintiff alleges that as a result of this injury, he incurred medical expenses, wage loss and household replacement services that the City has refused to pay. *Id.* at ¶¶ 14-19.

8. On October 3, 2014, the City filed a Notice of Suggestion of Pendency of Bankruptcy Case and Application of the Automatic Stay ("Stay Notice and Suggestion of Bankruptcy") in the State Court Action. The Stay Notice and Suggestion of Bankruptcy is attached as Exhibit 6E. Thereafter, the City did not conduct discovery or otherwise participate in the State Court Action, except as noted below.

9. On December 10, 2014, the Eighth Amended Plan for the Adjustment of Debts of the City of Detroit (October 22, 2014) ("Plan") went effective and the permanent injunction in Article II.D.5 of the Plan and paragraph 32 of the order confirming the Plan went into effect, thereby replacing the automatic stay. *See* Doc. Nos. 8045, 8272, 8649.

10. On April 22, 2015, Plaintiff filed a Motion to Lift Bankruptcy Stay in the State Court Action. The motion is attached as Exhibit 6F. The Wayne County Circuit Court has not ruled on this motion.³

³ As noted, the automatic stay terminated on December 10, 2014, pursuant to section 362(c)(2)(C) of the Bankruptcy Code, but was simultaneously replaced by the permanent
Continued on next page.

11. Plaintiff continued to ignore the Stay Notice and Suggestion of Bankruptcy (and the permanent injunction under the Plan) and proceeded to case evaluation against the City and Desai on May 5, 2015. *See* City's Motion to Set Aside Case Evaluation ¶ 10, Exhibit 6G. Plaintiff received a case evaluation award against the City even though the City did not file a case evaluation summary and was only present at the case evaluation by mere happenstance. *Id.* The City attorney handling the Haynes case, Calvert Bailey, did not attend the case evaluation because at all relevant times the case was subject to either the automatic stay (as evidenced by the Stay Notice and Suggestion of Bankruptcy) or the permanent Plan injunction. *See* Ex. 6E. Coincidentally, another City attorney, Robyn Brooks, was sitting in the case evaluation room waiting for another case to be called when the Haynes case was called. Seeing that no attorney for the City was there for the Haynes case, Ms. Brooks sat in on the case evaluation.

12. Case evaluation is highly significant in state court litigation. Case evaluation occurs after the close of discovery. Case evaluation is conducted by a panel of three lawyers. Prior to case evaluation, litigants present a case evaluation summary for the evaluators' review, and then orally present their case at the case evaluation session. The evaluators then place a monetary value on the case. MCR 2.403.

13. If both parties accept the award, the case is settled in that amount. If a litigant rejects the award, and then does not achieve a result at least 10% better than the award when the case is resolved, the litigant normally must pay the other side's actual costs and attorney fees incurred from and after case evaluation. MCR 2.403 (K) – (O). The fee shifting aspect of case evaluation makes the award highly significant.

Continued from previous page.

injunction under the Plan. The Plaintiff is therefore barred from continuing to prosecute the State Court Action.

14. The City moved to have the case evaluation award set aside. *Id.* Plaintiff responded to the City's motion alleging that the "Application of the Automatic Stay applied to debts incurred prior to the Petition Date of July 18, 2013. Plaintiff's No-Fault claims that are the subject of the present litigation were incurred after July 18, 2013." Plaintiff's response ¶ 5, Exhibit 6H. The state court denied the City's motion on June 12, 2015.

III. Argument

15. The case evaluation award and scheduling order should be voided because the State Court Action proceeded in violation of the automatic stay and later the permanent injunction under the Plan. This Court should also require that a new scheduling order⁴ be entered in the State Court Action. Plaintiff's argument that his pre-petition claim is somehow transformed into a post-petition claim because Plaintiff received additional no-fault benefits after the Petition Date fails. A pre-petition claim is not rendered a post-petition claim because the time for payment is triggered by an event that happens after the filing of the petition.

16. Under the Bankruptcy Code, "debt" is defined as "liability on a claim." 11 U.S.C. § 101(12). The term "claim" is defined as a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured [.]". 11 U.S.C. § 105(5)(A). "Congress gave these terms the broadest possible definitions so as to enable a debtor to deal with all legal obligations in a bankruptcy case." *In re Lipa*, 433 B.R. 668, 669-70 (Bankr. E.D. Mich. 2010) (citing *Pennsylvania Dept. of Public Welfare v. Davenport*, 495 U.S. 552, 558 (1990)).

⁴ The previously entered scheduling order was attached by the Plaintiff as Exhibit D to his Response to the City's Motion to Set Aside Case Evaluation. *See* Ex. 6H.

17. A prepetition claim is not transformed into a post-petition claim “simply because it is contingent, unliquidated or unmatured when the debtor’s petition is filed.” *Braniff Airways, Inc. v. Exxon Co., U.S.A.*, 814 F.2d 1030, 1036 (5th Cir.1987); *Chiasson v. J. Louis Matherne & Assocs. (In re Oxford Management, Inc.)*, 4 F.3d 1329, 1335 n. 7 (5th Cir.1993) (“A claim is not rendered a post-petition claim simply by the fact that time for payment is triggered by an event that happens after the filing of the petition.”); *United States through Agricultural Stabilization & Conservation Serv. v. Gerth*, 991 F.2d 1428, 1433 (8th Cir.1993) (“[D]ependency on a postpetition event does not prevent a debt from arising prepetition.”); *In re Stewart Foods, Inc.*, 64 F.3d 141, 146 (4th Cir. 1995)(“...the fact that the payments became due after the bankruptcy filing does not alter the conclusion that the payments are pre-petition obligations.”).

18. In that regard, courts “have been careful to distinguish between when a right to payment arises for bankruptcy purposes, and when the cause of action accrues.” *In re Dixon*, 295 B.R. 226, 229-30 (Bankr. E.D. Mich. 2003) (citing *Kilbarr Corp. v. G.S.A. (In re Remington Rand Corp.)*, 836 F.2d 825, 830–31 (3d Cir. 1988) (“recogniz[ing] that a party may have a bankruptcy claim and not possess a cause of action on that claim” and noting, for example, that “an indemnity or surety agreement creates a right to payment, albeit contingent, between the contracting parties immediately upon the signing of the agreement”)). As such, it is “well settled that federal law governs *when* a claim arises.” *In re Parks*, 281 B.R. 899, 902 (Bankr. E.D. Mich. 2002) (emphasis supplied).

19. For bankruptcy purposes, there are two approaches for determining when a claim arises.⁵ *In re Spencer*, 457 B.R. 601, 606 (E.D. Mich. 2011); *Parks*, 281 B.R. at 902. Under the

⁵ The Third Circuit had followed a third approach – the accrual approach – prior to its decision in *In re Grossman's Inc.*, 607 F.3d 114, 117 (3d Cir. 2010). In *Grossman's*, the Third Circuit overruled its prior decision in *Avellino & Bienes v. M. Frenville Co. (Matter of M. Frenville)*.
Continued on next page.

“debtor's conduct” approach, a claim arises when the conduct by the debtor occurs, even if the actual injury is not suffered until much later. *Spencer*, 457 B.R. at 606; *Parks*, 281 B.R. at 903. The other approach looks at whether there was a prepetition relationship between the debtor and the creditor such that a possible claim is within the fair contemplation of the creditor at the time the petition is filed. *Id.* This has been alternately termed the “fair contemplation,” “foreseeability,” “pre-petition relationship,” or “narrow conduct” test. *Id.* Although the Court of Appeals for the Sixth Circuit has yet to address the various tests, the emerging consensus appears to adopt some version of the “fair contemplation” approach. *Spencer*, 457 B.R. at 606 (citing *In re Huffy Corp.*, 424 B.R. 295, 305 (Bankr.S.D.Ohio 2010)).

20. However, under either approach, Plaintiff's claim arose prior to the Petition Date. Under the debtor's conduct approach, the claim arose in 2012 when Plaintiff sat on a bus owned and operated by the City that was struck by Defendant Desai. Similarly, under the fair contemplation approach, Plaintiff's claim arose in 2012 because Plaintiff alleges that the post-petition no-fault benefits he incurred arose solely as a result of the 2012 accident. In the 2013 Complaint, Plaintiff alleged that he suffered “severe and permanent injuries” and the benefits sought in both the 2013 Complaint and the 2014 Complaint are the same. Thus, the Plaintiff's claim was within his fair contemplation well before the Petition Date.

21. Finally, in the Sixth Circuit, actions taken in violation of the stay are “invalid and voidable and shall be voided absent limited equitable circumstances.” *Easley v. Pettibone Michigan Corp.*, 990 F.2d 905, 911 (6th Cir. 1993). The Sixth Circuit suggests that “only where

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Co.), 744 F.2d 332 (3d Cir.1984), which employed the accrual approach. *Id.* The *Grossman's* court overruled *Frenville* because the decision had been “universally rejected” and the “courts of appeals that have considered *Frenville* have uniformly declined to follow it.” *Id.* at 117-121.

the debtor unreasonably withholds notice of the stay and the creditor would be prejudiced if the debtor is able to raise the stay as a defense, or where the debtor is attempting to use the stay unfairly as a shield to avoid an unfavorable result, will the protections of section 362(a) be unavailable to the debtor.” *Id.*

22. None of the limited equitable circumstances apply here. The City filed the Stay Notice and Suggestion of Bankruptcy in the State Court Action and thus it cannot be said that the City has unreasonably withheld notice. Further, the City is not unfairly seeking to use the stay as a shield to avoid an unfavorable result. The Plaintiff proceeded with the case evaluation while knowing that the City would not actively participate due to the Stay Notice and Suggestion of Bankruptcy. Finally, even though the City would be entitled to void the entire State Court Action because it was filed in violation of the automatic stay, the City is only seeking to have (1) a new scheduling order entered to allow the City to conduct reasonable discovery, and (2) the case evaluation award set aside.⁶

IV. Conclusion

23. The City believes it is clear that the claim alleged in the 2014 Complaint arose prior to the Petition Date, and, therefore, is a pre-petition claim subject to the automatic stay and now the permanent Plan injunction. However, on July 6, 2015, the City filed a brief addressing the same issues that are raised here; namely, where the auto-accident occurred pre-petition, but claimant files a post-petition lawsuit seeking to recover for post-petition medical services, is the claimant’s claim for post-petition medical services a pre-petition or post-petition claim? *See*

⁶ The City will allow the State Court Action to proceed because it agreed to pay certain valid pre-petition first party no-fault claims. *See* Eighth Amended Plan of the Adjustment of Debts of the City of Detroit (October 22, 2014), Art. IV(S). [Doc. No. 8045]. The City reserves all rights and defenses in the State Court Action.

Doc. No. 10022. The City's brief was filed in response to paragraph seven of the Order entered by this Court on June 15, 2015. [Doc. No. 9969]. The City has no objection to having this Motion and the unresolved issue in paragraph seven of the order set on similar briefing schedules or having a combined oral argument.

24. For the reasons stated above, the City respectfully requests that this Court enter an order in substantially the same form as the one attached as Exhibit 1, (a) granting the Motion; (b) finding that Plaintiff violated the automatic stay by filing the 2014 Complaint and obtaining a scheduling order and the permanent Plan injunction by obtaining a case evaluation award against the City; (c) voiding the case evaluation award and scheduling order; (d) requiring the Plaintiff to stipulate to a new scheduling order in the State Court Action, which will allow the City a reasonable amount of time to conduct discovery and (e) requiring Plaintiff to set aside, or cause to be set aside, the case evaluation award in the State Court Action. Alternatively, if the Court determines that further briefing is required on this Motion, the City respectfully asks that the Court stay the State Court Action pending a substantive decision on this Motion.

July 20, 2015

Respectfully submitted,

By: /s/ Marc N. Swanson

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ATTORNEYS FOR THE CITY OF DETROIT

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

EXHIBIT LIST

Exhibit 1	Proposed Order
Exhibit 2	Notice
Exhibit 3	None
Exhibit 4	Certificate of Service
Exhibit 5	None
Exhibit 6A	2013 Complaint
Exhibit 6B	Proof of Claim
Exhibit 6C	Settlement Agreement
Exhibit 6D	2014 Complaint
Exhibit 6E	Stay Notice
Exhibit 6F	Motion to Lift Bankruptcy Stay
Exhibit 6G	Motion to Set Aside Case Evaluation
Exhibit 6H	Plaintiff's Response to Motion to Set Aside Case Evaluation

EXHIBIT 1 – PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

CITY OF DETROIT’S MOTION TO (A)(1) VOID THE CASE EVALUATION AWARD AND SCHEDULING ORDER OBTAINED BY PLAINTIFF CLARENCE HAYNES IN VIOLATION OF THE AUTOMATIC STAY; AND (2) REQUIRE ENTRY OF NEW SCHEDULING ORDER IN STATE COURT ACTION; OR, ALTERNATIVELY, (B) STAY STATE COURT ACTION PENDING RESOLUTION OF THIS MOTION IF THE COURT DETERMINES THAT FURTHER BRIEFING IS NECESSARY

This matter, having come before the court on the City of Detroit’s Motion to (A)(1) Void the Case Evaluation Award and Scheduling Order Obtained by Plaintiff Clarence Haynes in Violation of the Automatic Stay; and (2) Require Entry of New Scheduling Order in State Court Action; or, Alternatively, (B) Stay State Court Action Pending Resolution of this Motion if the Court Determines that Further Briefing is Necessary (“Motion”), upon proper notice and a hearing, the Court being fully advised in the premises, and there being good cause to grant the relief requested,

IT IS HEREBY FOUND AND CONCLUDED THAT:

A. Clarence Haynes violated the automatic stay by filing a complaint and commencing case number 14-009320, in Wayne County Circuit Court, Michigan (“State Court Action”).

B. Clarence Haynes violated the automatic stay by obtaining a scheduling order in the State Court Action.

C. Clarence Haynes violated the injunction set forth in the City of Detroit's Eighth Amended Plan for the Adjustment of Debts of the City of Detroit (October 22, 2014) by pursuing and obtaining a case evaluation award against the City in the State Court Action.

ACCORDINGLY, THE COURT ORDERS THAT:

1. The Motion is granted.
2. The case evaluation award obtained by Clarence Haynes in the State Court Action is void.
3. The scheduling order entered in the State Court Action is void.
4. Within five days of the entry of this Order, Clarence Haynes shall set aside, or cause to be set aside, the case evaluation award in the State Court Action.
5. Within five days of the entry of this Order, Clarence Hayes shall stipulate to the entry of a new scheduling order in the State Court Action, which allows the City a reasonable amount of time to conduct discovery.
6. The Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

EXHIBIT 2 – NOTICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

CITY OF DETROIT’S MOTION TO (A)(1) VOID THE CASE EVALUATION AWARD AND SCHEDULING ORDER OBTAINED BY PLAINTIFF CLARENCE HAYNES IN VIOLATION OF THE AUTOMATIC STAY; AND (2) REQUIRE ENTRY OF NEW SCHEDULING ORDER IN STATE COURT ACTION; OR, ALTERNATIVELY, (B) STAY STATE COURT ACTION PENDING RESOLUTION OF THIS MOTION IF THE COURT DETERMINES THAT FURTHER BRIEFING IS NECESSARY

The City of Detroit has filed its Motion to (A)(1) Void the Case Evaluation Award and Scheduling Order Obtained by Plaintiff Clarence Haynes in Violation of the Automatic Stay; and (2) Require Entry of New Scheduling Order in State Court Action; or, Alternatively, (B) Stay State Court Action Pending Resolution of this Motion if the Court Determines that Further Briefing is Necessary.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney.

If you do not want the Court to enter an Order granting the City of Detroit’s Motion to (A)(1) Void the Case Evaluation Award and Scheduling Order Obtained by Plaintiff Clarence Haynes in Violation of the Automatic Stay; and (2) Require Entry of New Scheduling Order in State Court Action; or, Alternatively, (B) Stay State Court Action Pending Resolution of this Motion if the Court Determines that Further Briefing is Necessary, within 14 days, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at:¹

United States Bankruptcy Court
211 W. Fort St., Suite 1900
Detroit, Michigan 48226

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above. You must also mail a copy to:

Miller, Canfield, Paddock & Stone, PLC
Attn: Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time, and location of that hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: /s/ Marc N. Swanson
Marc N. Swanson (P71149)
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Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: July 20, 2015

¹ Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

EXHIBIT 3 – NONE

EXHIBIT 4 – CERTIFICATE OF SERVICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
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Chapter 9

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 20, 2015, the foregoing Motion to (A)(1) Void the Case Evaluation Award and Scheduling Order Obtained by Plaintiff Clarence Haynes in Violation of the Automatic Stay; and (2) Require Entry of New Scheduling Order in State Court Action; or, Alternatively, (B) Stay State Court Action Pending Resolution of this Motion if the Court Determines that Further Briefing is Necessary was filed and served via the Court's electronic case filing and notice system and upon counsel as listed below, via first class mail and electronic mail:

Scott R. Reizen
The Reizen Law Group
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
scott@reizenlaw.com

DATED: July 20, 2015

By: /s/ Marc N. Swanson

Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

EXHIBIT 5 – NONE

EXHIBIT 6A – 2013 COMPLAINT

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

Case No: 13- -NI

Hon:

v

CITY OF DETROIT, a municipal
coporation, and KAVITABEN MANISHKUMAR
DESAI, an individual,

Defendants.

SCOTT R. REIZEN (P63724)
THE REIZEN LAW GROUP
Attorney for Plaintiff
333 W. 7th St, Suite 360
Royal Oak, MI 48067
(248) 554-3440/Fax: (248) 750-0790
scott@reizenlaw.com

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court; nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge; nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a Judge in this Court.

/s/ Scott R. Reizen
SCOTT R. REIZEN P63724

COMPLAINT

NOW COMES the Plaintiff, Clarence Haynes, by and through his attorney, Scott R. Reizen of The Reizen Law Group, and for his Complaint against Defendants, City of Detroit and Kavitaaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. The Plaintiff is a resident of the City of Detroit, County of Wayne, and State of

Michigan.

2. The Defendant, City of Detroit, is a municipal corporation located in the County of Wayne and State of Michigan.

3. The Defendant, Kavitaaben Manishkumar Desai (hereafter known as "Desai"), is a resident of the City of Newport, County of Monroe, State of Michigan.

4. The amount in controversy is in excess of Twenty-Five Thousand (\$25,000.00) dollars, exclusive of costs, interest and attorney fees.

5. That on November 6, 2012, Plaintiff was a passenger owned and operated by the City of Detroit. The bus was traveling in the City of Detroit, County of Wayne, and State of Michigan, headed westbound on W. Grand Blvd., near its intersection with Lawton St., when Defendant, Desai, made an improper right turn in front of the bus causing the bus to collide with Defendant Desai's vehicle.

6. On that date and at that time, Defendant Desai, failed to observe his surroundings in a careful and prudent manner, causing his vehicle to collide with another.

7. Defendant, Desai's, contributory negligence regarding the referenced collision has inflicted upon Plaintiff severe and permanent injuries, serious impairment of body functions and serious injury and damages as alleged in this Complaint.

COUNT I
OPERATOR NEGLIGENCE - DEFENDANT DESAI

8. Plaintiffs incorporate by reference Paragraphs 1-7, as though fully set forth herein.

9. Defendant, Desai, was under a duty to obey the Statutes of the State of Michigan applicable to the operation of motor vehicles.

10. Despite that duty, Defendant, Desai, breached it in the following manner:

- a. in driving a motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of

- the rights and safety of others lawfully upon the highway, in violation of MCL 257.626 and MCL 257.626(b);
- b. in failing to maintain a proper lookout and in otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to the Plaintiff in violation of MCL 257.643;
- c. in driving a motor vehicle upon the highway at a rate of speed greater than would permit it to be stopped within the assured clear distance ahead in violation of MCL 257.627;
- d. in failing to make proper observations of the conditions of the highway and any others conditions then and there existing;
- e. in failing to apply her brakes to try to avoid the collision; in driving a motor vehicle in a reckless and erratic manner, in total disregard of the rights and safety of others, which conduct and state of mind under the facts and circumstances amounted to gross negligence, in violation of MCL 257.626;
- f. in delaying attempted activation of audible and visual emergency equipment until actually entering a controlled intersection and without slowing down as necessary for safe operation in violation of MCL 257.603;
- g. in performing other acts of negligence not yet known to plaintiff but which will be ascertained during the course of discovery in this litigation;

11. As a direct and proximate result of Defendant's negligence, Plaintiff sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability, and mental anguish, permanently, and such other and further injuries and damages as may be disclosed through continuing course of treatment provided to her by her various medical providers.

12. As a further direct and proximate result of the automobile collision, Plaintiff sustained the following damages:

- a. economic damages past and future;
- b. pain and suffering, past and future, including, but not limited to:
 - 1) physical pain and suffering;
 - 2) mental anguish;
 - 3) fright and shock;
 - 4) denial of social pleasure, enjoyment; and
 - 5) embarrassment, humiliation and mortification.
- c. loss of some or all enjoyment of life; and

- d. such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

WHEREFORE, Plaintiff requests that this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by the him, plus interest, costs and attorney fees in pursuing this action.

COUNT II
NO-FAULT CLAIM – CITY OF DETROIT

13. Plaintiff incorporates by reference Paragraphs 1-12 as though fully set forth herein.

14. That relevant proofs of Personal Protection Insurance Benefits due and owing to the Plaintiff, including, but not limited to medical expenses and attendant care services were submitted to the Defendant City of Detroit on or around April 22, 2013, along with a demand that Plaintiff be reimbursed for said amounts. However, despite that demand, the Defendant has refused and to this date has neglected to pay Plaintiff the benefits, thereby causing a breach of the contract of insurance.

15. That the Defendant's denial or refusal to pay Personal Protection Insurance benefits due to the Plaintiff has been arbitrary and without justification.

16. That as a direct and proximate result of the Defendant's arbitrary refusal and outrageous conduct in failing to pay said No-Fault benefits to the Plaintiff, the Plaintiff has been compelled to hire an attorney to pursue his civil remedies and accordingly, the Plaintiff hereby demands the additional benefits for said overdue payments pursuant to the Michigan No-Fault Law.

17. The motor vehicle operated in the accident at issue was owned by the City of Detroit.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor

and against Defendant, the City of Detroit, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by his, plus interest, costs and attorneys' fees incurred in pursuing this action.

Respectfully submitted,

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P63724)

Attorney for Plaintiff

333 W. 7th St, Suite 360

Royal Oak, MI 48067

(248) 554-3440/(248) 750-0790 – Fax

sreizen@thereizenlawgroup.com

Dated: June 4, 2013

EXHIBIT 6B – PROOF OF CLAIM

B10 (Official Form 10) (04/13) (Modified)

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT of MICHIGAN		FILED CHAPTER 9 PROOF OF CLAIM FEB 21 2014 US Bankruptcy Court Michigan Eastern District
Name of Debtor: City of Detroit, Michigan		Case Number: 13-53846
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Clarence Haynes		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: The Reizen Law Group 333 West 7th Street, Suite 360 Royal Oak, MI 48067 248-554-3440 scott@reizenlaw.com		
RECEIVED FEB 24 2014 KURTZMAN CARSON CONSULTANTS		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number:	email:	
1. Amount of Claim as of Date Case Filed: \$ <u>27,376.44</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>NO-Fault Lawsuit</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:		3a. Debtor may have scheduled account as: _____ (See instruction #3a)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority as an Administrative Expense under 11 U.S.C. §§ 503(b)(9) and 507(a)(2). \$ _____		
5b. Amount of Claim Otherwise Entitled to Priority. Specify Applicable Section of 11 U.S.C. § _____. \$ _____		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		
7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
8. Signature: (See instruction # 8) Check the appropriate box.		
<input type="checkbox"/> I am the creditor. <input checked="" type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)		
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.		
Print Name: <u>Scott R. Reizen</u> Title: <u>Attorney</u> Company: <u>The Reizen Law Group</u> Address and telephone number (if different from notice address above): _____		(Signature) <u>[Signature]</u> (Date) <u>2/21/14</u>
Telephone number: <u>13-53846-11</u> Doc <u>10073</u> Filed <u>07/20/15</u> Entered <u>07/20/15</u> Page <u>27</u> of <u>171</u>		

Clarence Haynes v City of Detroit
Proof of Claim (Attachment #7)

I. CLAIM SUMMARY

Replacement Services	\$ 2540.00
Medical	\$ 16,297.00
Sub-Total	\$ 18,837.00
No Fault Interest	\$ 2260.44
Attorney Fees	\$ 6279.00
Total Outstanding Benefits	<u>\$ 27,376.44</u>

II. FACTS:

The City of Detroit has no defense to this claim. The City never bothered to send Clarence Hayes for an independent medical evaluation until these bills/treatment were incurred rendering the City with no defense to this claim.

III. SUPPORTING DOCUMENTS:

Included within this attachment are:

- 1) Plaintiff's Complaint
- 2) Supporting Medical Documents Evidencing Amounts Owed Including Disability Certificates

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

Case No: 13- -NI

Hon:

v

CITY OF DETROIT, a municipal
coporation, and KAVITABEN MANISHKUMAR
DESAI, an individual,

Defendants.

SCOTT R. REIZEN (P63724)
THE REIZEN LAW GROUP
Attorney for Plaintiff
333 W. 7th St, Suite 360
Royal Oak, MI 48067
(248) 554-3440/Fax: (248) 750-0790
scott@reizenlaw.com

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court; nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge; nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a Judge in this Court.

/s/ Scott R. Reizen
SCOTT R. REIZEN P63724

COMPLAINT

NOW COMES the Plaintiff, Clarence Haynes, by and through his attorney, Scott R. Reizen of The Reizen Law Group, and for his Complaint against Defendants, City of Detroit and Kavtaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. The Plaintiff is a resident of the City of Detroit, County of Wayne, and State of

Michigan.

2. The Defendant, City of Detroit, is a municipal corporation located in the County of Wayne and State of Michigan.

3. The Defendant, Kavitaaben Manishkumar Desai (hereafter known as "Desai"), is a resident of the City of Newport, County of Monroe, State of Michigan.

4. The amount in controversy is in excess of Twenty-Five Thousand (\$25,000.00) dollars, exclusive of costs, interest and attorney fees.

5. That on November 6, 2012, Plaintiff was a passenger owned and operated by the City of Detroit. The bus was traveling in the City of Detroit, County of Wayne, and State of Michigan, headed westbound on W. Grand Blvd., near its intersection with Lawton St., when Defendant, Desai, made an improper right turn in front of the bus causing the bus to collide with Defendant Desai's vehicle.

6. On that date and at that time, Defendant Desai, failed to observe his surroundings in a careful and prudent manner, causing his vehicle to collide with another.

7. Defendant, Desai's, contributory negligence regarding the referenced collision has inflicted upon Plaintiff severe and permanent injuries, serious impairment of body functions and serious injury and damages as alleged in this Complaint.

COUNT I
OPERATOR NEGLIGENCE - DEFENDANT DESAI

8. Plaintiffs incorporate by reference Paragraphs 1-7, as though fully set forth herein.

9. Defendant, Desai, was under a duty to obey the Statutes of the State of Michigan applicable to the operation of motor vehicles.

10. Despite that duty, Defendant, Desai, breached it in the following manner:

- a. in driving a motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of

- the rights and safety of others lawfully upon the highway, in violation of MCL 257.626 and MCL 257.626(b);
- b. in failing to maintain a proper lookout and in otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to the Plaintiff in violation of MCL 257.643;
 - c. in driving a motor vehicle upon the highway at a rate of speed greater than would permit it to be stopped within the assured clear distance ahead in violation of MCL 257.627;
 - d. in failing to make proper observations of the conditions of the highway and any others conditions then and there existing;
 - e. in failing to apply her brakes to try to avoid the collision; in driving a motor vehicle in a reckless and erratic manner, in total disregard of the rights and safety of others, which conduct and state of mind under the facts and circumstances amounted to gross negligence, in violation of MCL 257.626;
 - f. in delaying attempted activation of audible and visual emergency equipment until actually entering a controlled intersection and without slowing down as necessary for safe operation in violation of MCL 257.603;
 - g. in performing other acts of negligence not yet known to plaintiff but which will be ascertained during the course of discovery in this litigation;

11. As a direct and proximate result of Defendant's negligence, Plaintiff sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability, and mental anguish, permanently, and such other and further injuries and damages as may be disclosed through continuing course of treatment provided to her by her various medical providers.

12. As a further direct and proximate result of the automobile collision, Plaintiff sustained the following damages:

- a. economic damages past and future;
- b. pain and suffering, past and future, including, but not limited to:
 - 1) physical pain and suffering;
 - 2) mental anguish;
 - 3) fright and shock;
 - 4) denial of social pleasure, enjoyment; and
 - 5) embarrassment, humiliation and mortification.
- c. loss of some or all enjoyment of life; and

- d. such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

WHEREFORE, Plaintiff requests that this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by the him, plus interest, costs and attorney fees in pursuing this action.

COUNT II
NO-FAULT CLAIM – CITY OF DETROIT

13. Plaintiff incorporates by reference Paragraphs 1-12 as though fully set forth herein.

14. That relevant proofs of Personal Protection Insurance Benefits due and owing to the Plaintiff, including, but not limited to medical expenses and attendant care services were submitted to the Defendant City of Detroit on or around April 22, 2013, along with a demand that Plaintiff be reimbursed for said amounts. However, despite that demand, the Defendant has refused and to this date has neglected to pay Plaintiff the benefits, thereby causing a breach of the contract of insurance.

15. That the Defendant's denial or refusal to pay Personal Protection Insurance benefits due to the Plaintiff has been arbitrary and without justification.

16. That as a direct and proximate result of the Defendant's arbitrary refusal and outrageous conduct in failing to pay said No-Fault benefits to the Plaintiff, the Plaintiff has been compelled to hire an attorney to pursue his civil remedies and accordingly, the Plaintiff hereby demands the additional benefits for said overdue payments pursuant to the Michigan No-Fault Law.

17. The motor vehicle operated in the accident at issue was owned by the City of Detroit.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor

and against Defendant, the City of Detroit, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by his, plus interest, costs and attorneys' fees incurred in pursuing this action.

Respectfully submitted,

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P63724)

Attorney for Plaintiff

333 W. 7th St, Suite 360

Royal Oak, MI 48067

(248) 554-3440/(248) 750-0790 – Fax

sreizen@thereizenlawgroup.com

Dated: June 4, 2013

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 1

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
11/12/2012	EVALUATION	97001		845.10	845.00	846.0		1	200.00
11/12/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/12/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/12/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
11/12/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/12/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
11/13/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/13/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/13/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
11/13/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/13/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
11/15/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
11/15/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/15/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/15/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
11/15/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/15/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
11/21/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
11/21/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/21/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/21/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
11/21/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/21/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
11/26/2012	TH. EXERCISE	97110		845.10	845.00	846.0		2	130.00
11/26/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/26/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/26/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1865.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1865.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 2

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
11/26/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/26/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
11/27/2012	TH. EXERCISE	97110		845.10	845.00	846.0		2	130.00
11/27/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/27/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/27/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
11/27/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/27/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
11/29/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
11/29/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
11/29/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
11/29/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
11/29/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
11/29/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/3/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/3/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/3/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/3/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/3/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/3/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/5/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/5/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/5/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/5/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/5/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/5/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/6/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1730.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1730.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 3

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
12/6/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/6/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/6/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/6/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/6/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/10/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/10/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/10/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/10/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/10/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/10/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/11/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/11/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/11/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/11/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/11/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/11/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/14/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/14/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/14/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/14/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/14/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/14/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/18/2012	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/18/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/18/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/18/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1665.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1665.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 4

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
12/18/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/18/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/19/2012	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/19/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/19/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/19/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/19/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/19/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/21/2012	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/21/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/21/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/21/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/21/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/21/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/24/2012	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/24/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/24/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/24/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/24/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/24/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/27/2012	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/27/2012	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
12/27/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/27/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/27/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/27/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/28/2012	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1665.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1665.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 5

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
12/28/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/28/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/28/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/28/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
12/31/2012	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
12/31/2012	MASSAGE	97124		845.10	845.00	846.0		1	65.00
12/31/2012	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
12/31/2012	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
12/31/2012	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/2/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/2/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/2/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/2/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/2/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/3/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/3/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/3/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/3/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/3/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/7/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/7/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/7/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/7/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/7/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/10/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/10/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/10/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1675.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1675.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 6

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
1/10/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/10/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/10/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/11/2013	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/11/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/11/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/11/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/11/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/11/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/14/2013	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/14/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/14/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/14/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/14/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/15/2013	RE-EVAL	97002		845.10	845.00	846.0		1	100.00
1/15/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/15/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/15/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/15/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/16/2013	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/16/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/16/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/16/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/16/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/21/2013	TH. EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/21/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/21/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1705.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1705.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature:

Date:

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 7

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
1/21/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/21/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/21/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/23/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/23/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/23/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/23/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/23/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/23/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/24/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/24/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/24/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/24/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/24/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/24/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/28/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/28/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/28/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/28/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/28/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/28/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
1/30/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/30/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
1/30/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/30/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/30/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/30/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1660.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1660.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 8

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
1/31/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
1/31/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
1/31/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
1/31/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
1/31/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
2/5/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
2/5/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
2/5/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
2/5/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
2/5/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
2/5/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
2/6/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
2/6/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
2/6/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
2/6/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
2/6/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
2/6/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
2/7/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
2/7/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
2/7/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
2/7/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00
2/7/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
2/7/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00
2/11/2013	TH . EXERCISE	97110		845.10	845.00	846.0		1	65.00
2/11/2013	MANUAL THERAPY	97140		845.10	845.00	846.0		1	60.00
2/11/2013	MASSAGE	97124		845.10	845.00	846.0		1	65.00
2/11/2013	ULTRASOUND	97035		845.10	845.00	846.0		1	60.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 1670.00

Total Payments: \$ 0.00

Total Adjustments: \$ 0.00

Total Due This Visit: \$ 1670.00

Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature:

Date:

13-53846-tjt Doc 10073 Filed 07/20/15 Entered 07/20/15 14:13:11 Page 41 of 171

PROGRESSIVE & REHAB CENTER

P.O.BOX 721006
BERKLEY, MI 48072
(313)852-3200

Page: 9

7/29/2013

Patient: CLARENCE HAYNES
6450 HEYDEN
DETROIT, MI 48228

Chart #: HAYCL000

Case #: 1580

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
2/11/2013	HOT/COLD PACK	97010		845.10	845.00	846.0		1	60.00
2/11/2013	ELECTRICAL STIMULATION	97032		845.10	845.00	846.0		1	60.00

Provider Information

Provider Name: T.H. RIZVI (RPT)
License:
Commercial PIN:
SSN or EIN: 38-3528664

Total Charges: \$ 120.00
Total Payments: \$ 0.00
Total Adjustments: \$ 0.00
Total Due This Visit: \$ 120.00
Total Account Balance: \$ 13,755.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

TRANSPORT US, LLC

31201 CHICAGO ROAD
WARREN, MI 48093
(586)795-3900

Page: 1

7/29/2013

Patient: CLARENCE HAYNES
6450 HAYDEN ST
DETROIT, MI 48228

Chart #: HAYCL001

Case #: 3224

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
11/8/2012	MEDICAL TRANSPORTATION	TRANSPOR		1				1	90.00

Provider Information

Provider Name: TRANSPORT US, LLC
License:
Commercial PIN:
SSN or EIN: 261678733

Total Charges:	\$ 90.00
Total Payments:	\$ 0.00
Total Adjustments:	\$ 0.00
Total Due This Visit:	\$ 90.00
Total Account Balance:	\$ 90.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

SAFE-T Transportation
P.O. Box 28
Fraser, MI 48026
Tax ID # 45-2410442
Office: (586) 498-8500
Fax: (586) 498-5800

Number 3644

Date 12/18/2013

Client:
Clarence Haynes
Claim #
7420 Rutherford
Detroit, MI

Bill To:
Clarence Haynes
Claim #
7420 Rutherford
Detroit, MI

Pick Up Fee
\$ 25.00

Per Mile Fee
\$ 2.50

Wait Time Per Hou
\$ 30.00

Date	Pick Up Location	Drop Off Location	PickUp Fee	Miles/WaitTim	Amount
12/16/13	7420 Rutherford-Home	5130 Coolidge-Theramedic Rehab	25.00	17	\$67.50
12/16/13	5130 Coolidge-Theramedic Re	7420 Rutherford-Home	25.00	17	\$67.50
12/18/13	7420 Rutherford-Home	5130 Coolidge-Theramedic Rehab	25.00	17	\$67.50
12/18/13	5130 Coolidge-Theramedic Re	7420 Rutherford-Home	25.00	17	\$67.50

Amount Paid \$0.00
Amount Due \$270.00

Discount \$0.00

Sub Total \$270.00

Total \$270.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$270.00	\$540.00	\$0.00	\$0.00	\$810.00

Henry Ford Hospital

2799 W. Grand Blvd.

Detroit, MI 48202

(313) 916-1545

Take-Home Instructions for the Patient

Patient's Name: Haynes, Clarence

Date of Service: 11/07/2012

Medical Record Number: 24896091

Medical Provider: MD EM Staff Dan Morris

Primary Medical Provider: MD EM Staff Dan Morris

Primary Diagnosis: Sprain/Strain - Ankle Calcaneofibular

Additional Diagnoses:

PLEASE NOTE: The examination and treatment that you have received in the Emergency Department have been rendered on an emergency basis only and are not intended to be a substitute for or an effort to provide complete medical service. A follow-up doctor or facility is named below. It is important that you be checked again as recommended below and report any new or remaining problems at that time, because it is impossible to recognize and treat all elements of injury or illness in a single Emergency Department visit.

Call to arrange an appointment to see the following physician for follow-up care.

Referral:

ADDITIONAL FOLLOW-UP INSTRUCTIONS

1. If you have a physician at Henry Ford Hospital, call that physician's office directly for an appointment. If you don't know your doctor's telephone number, call 1-800-HENRYFORD for assistance.
2. If you don't have a physician at Henry Ford Hospital, but would like one, contact your health insurer first to be sure they will cover your visit (telephone number is on your health card). If approved, call at 1-800-HENRYFORD for an appointment. If your health insurer will not authorize an appointment at Henry Ford Hospital ask for a physician within your health plan.
3. If you have a physician outside of Henry Ford Hospital, call your physician's office directly for an appointment.
4. If you have health insurance but no physician, call your insurance company for a referral to a physician in your health plan (telephone number is on your health card). If you are unable to get an appointment, ask which hospital emergency rooms participate in your health plan so that you will not incur any out of pocket expense should you require further care.
5. If you are uninsured, and do not have a primary care physician, you can call to schedule a follow-up appointment at one of our affiliated health care clinic - CHASS Midtown. CHASS Midtown is located at 7436 Woodward, telephone number - 313-556-9907. Hours of operation: (Wed and Fri - 8:30am - 5:00pm) and (Mon, Tues and Thu - 12:00 noon - 8:00pm).
6. If you have Medicaid or a Medicaid HMO, please call 313-876-3810 for any follow up appointments you may need with the Henry Ford Health System.

When you call for an appointment, say that you were referred from this Emergency Department. Take all papers and prescriptions (be sure to get your prescriptions filled) given to you in the Emergency Department with you when you go to see the doctor.

If you cannot see the above doctor and your condition worsens so that you require emergency treatment, come back to this department.

PLEASE TAKE THIS WITH YOU WHEN YOU SEE THE DOCTOR LISTED ABOVE

Henry Ford Hospital

2799 W. Grand Blvd.

Detroit, MI 48202

(313) 916-1545

ankle sprain - airsplint

ANKLE SPRAIN:

You have been diagnosed with an ankle sprain.

A sprain is an injury to a ligament, usually a tear or partial tear. Sprains can often be as painful as a broken bone. Sprains can be classified by the degree of injury; a first-degree sprain is considered a minor tear whereas, a second-degree sprain is a partial tear of the ligament, and a third-degree sprain often involves a small fracture, or break, of the bone that the ligament is attached to.

The general care of a sprain includes the use of a medication to reduce pain, the use of a splint to reduce movement and Resting, Icing, Compressing and Elevating the injured area. Remember this as "RICE."

- **REST:** Limit the use of the injured body part.
 - **ICE:** By applying ice to the affected area, swelling and pain can be reduced. Place some ice cubes in a re-sealable (Ziploc) bag and add some water. Put a thin washcloth between the bag and your skin. Apply the ice bag to the area for at least 20 minutes. Do this at least 4 times per day. Using the ice for longer times and more frequently is OK. **NEVER APPLY ICE DIRECTLY TO THE SKIN.**
 - **COMPRESS:** Compression means to apply pressure around the injured area such as with a splint, cast or an ace bandage. Compression decreases swelling and improves comfort. Compression should be tight enough to relieve swelling but not so tight as to decrease circulation. Increasing pain, numbness, tingling, or change in skin color, are all signs of decreased circulation.
 - **ELEVATE:** Elevate the injured part. For example, a sprained ankle can be placed up on a chair while sitting and propped up on pillows while lying down.
- You have been given an **AIR / GEL SPLINT** to use. Wear the splint on your ankle for the next 2 weeks. You may remove it to sleep and bathe. For the next 2 months, use the air/gel splint for any strenuous activity in which you might re-injure your ankle--playing sports, running/jogging, hiking, walking on uneven ground, etc.

Begin ankle exercises as soon after your injury as tolerated. The exercises are used to strengthen the ankle and reduce the chances of repeat injury. The exercises should be repeated 5-10 times throughout the day.

- Moving from the ankle joint, use your big toe to draw out the letters of the alphabet on the ground.
- Sit with your leg straight out in front of you. Loop a towel around the ball of your foot and pull back. Pull hard enough to cause mild to moderate stretch, but not pain. Hold the stretch for 30 seconds and then release. Repeat 5 times per day.
- From a standing position, rock onto your tiptoes on the injured foot and then return to the flat position. Repeat in sets of 10.
- Rotate your foot at the ankle joint in a large circle clock-wise and counter-clockwise 10 times in a row.

YOU SHOULD SEEK MEDICAL ATTENTION IMMEDIATELY, EITHER HERE OR AT THE NEAREST EMERGENCY DEPARTMENT, IF ANY OF THE FOLLOWING OCCURS:

- You experience a severe increase in pain in the affected area.
- You develop new numbness and tingling in or below the affected area.
- You develop a cold, pale foot that appears to have a problem with its blood supply.

Patient: Haynes, Clarence

Page 2 of 5

11/7/2012 1:19:09 PM

Summit Physicians Group

8560 Silvery Lane, Suite 202
Dearborn Heights, MI 48127
Phone: 313.581.3255
Fax: 313.581.3755

Disability Certificate

Patient Name: Haynes, Clarence Date of Injury: 11/11/12

Diagnosis: (L) Ankle (L) Hand
L/S

I have examined and or treated the above named patient for injuries sustained in the aforementioned accident. As a result of the injuries, I have disabled the person from those activities that are marked with an "X" below.

 It is my opinion that the patient is disabled from work / other from to

 e The patient is able to return to employment at this time, but is restricted from regular work duties from the date of the injury until 7-10-13. The restrictions include:

 e Lifting objects that weigh more than pounds

 e Excessive bending

 e Excessive twisting

 e Prolonged Standing

 Other:

 HOUSEWORK; some housework may involve bending, lifting, twisting and prolonged standing as required by vacuuming, making beds, washing floors, sinks, bathtubs

 CARING FOR PATIENTS'S PERSONAL NEEDS / ATTENDANT CARE; which may involve bending, lifting and prolonged standing as required by bathing the patient, dressing the patient and lifting objects. Number of Hours per Day: Number of Days per Week:

 CARING FOR THE PATIENTS'S CHILDREN; which may involve bending, lifting, and prolonged standing as required by changing children's clothes, bathing children, cooking for the children, watching the children, feeding the children, cleaning and straightening up after the children.

 e **DRIVING**;

SIGNATURE OF PHYSICIAN: [Signature] DATE: 6-10-13



8560 Silvery Lane, Suite 202
Dearborn Heights, MI 48127
Phone: 313.581.3255
Fax: 313.581.3755

Disability Certificate

Patient Name: Haynes, Charles Date of Injury: 11/16/12

Diagnosis: _____

4/5
② Ankle ② Head

I have examined and or treated the above named patient for injuries sustained in the aforementioned accident. As a result of the injuries, I have disabled the person from those activities that are marked with an "X" below.

_____ It is my opinion that the patient is disabled from work / other from 5/13/13 to 6/13/13

☒ The patient is able to return to employment at this time, but is restricted from regular work duties from the date of the injury until _____. The restrictions include:

☒ Lifting objects that weigh more than _____ pounds

_____ Excessive bending

☒ Excessive twisting

_____ Prolonged Standing

_____ Other: _____

_____ **HOUSEWORK**; some housework may involve bending, lifting, twisting and prolonged standing as required by vacuuming, making beds, washing floors, sinks, bathtubs

_____ **CARING FOR PATIENTS'S PERSONAL NEEDS / ATTENDANT CARE**; which may involve bending, lifting and prolonged standing as required by bathing the patient, dressing the patient and lifting objects. Number of Hours per Day: _____ Number of Days per Week: _____

_____ **CARING FOR THE PATIENTS'S CHILDREN**; which may involve bending, lifting and prolonged standing as required by changing children's clothes, bathing children, cooking for the children, watching the children, feeding the children, cleaning and straightening up after the children.

☒ **DRIVING**; _____

SIGNATURE OF PHYSICIAN: [Signature] DATE: 5/13/13

PHYSICIANS'S NAME: Samir A. Spradlin

15100 19 Mile Road, Suite 200
Clinton Twp, MI 48038
Phone: (586) 253 1133
Fax: (586) 253 1166



5245 Schaefer Road, Suite A
Dearborn, MI 48126
Phone: (313) 581 3255
Fax: (313) 581 3755

Disability Certificate

Patient Name: Haynes, Clarence Date of Injury 11-6-12
Diagnosis: L5 (1) Heal
(2) Arthritis

I have examined and or treated the above named patient for injuries sustained in the aforementioned accident. As a result of the injuries, I have disabled the person from those activities that are marked with an "X" below.

It is my opinion that the patient is disabled from work / other from _____ to _____

☒ The patient is able to return to employment at this time, but is restricted from regular work duties from the date of the injury until 4.13.13. The restrictions include:

- ☒ Lifting objects that weigh more than 25 pounds
- ☒ Excessive bending
- ☒ Excessive twisting
- ☒ Prolonged Standing
- Other: _____

HOUSEWORK; some housework may involve bending, lifting, twisting and prolonged standing as required by vacuuming, making beds, washing floors, sinks, bathtubs

CARING FOR PATIENTS'S PERSONAL NEEDS / ATTENDANT CARE; which may involve bending, lifting and prolonged standing as required by bathing the patient, dressing the patient and lifting objects.

CARING FOR THE PATIENTS'S CHILDREN; which may involve bending, lifting, and prolonged standing as required by changing children's clothes, bathing children, cooking for the children, watching the children, feeding the children, cleaning and straightening up after the children.

☒ DRIVING; _____

SIGNATURE OF PHYSICIAN: _____ DATE: 2.13.13

PHYSICIANS'S NAME: EMMILY STANLEY

Disability Certificate

Patient Name: Clarence Haynes Date Of Injury: 11/6/12

Diagnosis: Left foot + ankle strain

I have examined and/ or treated the above mentioned patient for injuries sustained in the
aforementioned accident. As result of the injuries, I have disabled this patient from those
activities marked with a check mark .

It is my opinion that the patient is disabled from work/ other from 1/1 to 1/1

☒ The patient is able to return to his/her employment at this time with restrictions from
regular work duties from the date of the accident until 12/6/12 The restrictions include:

☒ Lifting objects that weigh more than 15 pounds.

☒ Excessive bending

☒ Excessive twisting

☒ Prolonged standing

Other: prolonged walking

Housework: As some housework may involve bending, lifting, twisting, and prolonged
standing as required by vacuuming, making beds, washing floors, sinks, bathtubs, and
toilets, moving furniture, picking up objects on the floor, carrying groceries or garbage.

Attending Care: bathing, toileting (Bladder and bowel requirements, bed pan routines,
movement to and from the bathroom) transferring from a bed, chair or other structure and
moving about indoors and outdoors, moving, turning and positioning the body while in
bed or in a wheelchair, eating, and preparing meals, dressing and changing clothes and
taking medications or other remedies that are ordinarily self - administered.

Caring for patient's children: which may involve bending, lifting, and prolonged standing
as required by changing children's clothes, bathing children, cooking for the children,
watching the children, feeding the children, cleaning up after the children.

☒ Driving

Physician Name: Dr. Khalil

Date: 11/8/12

Physician Signature: [Signature]

SUMMIT PHYSICIANS GROUP PLLC

INDIVIDUAL PATIENT DETAIL REPORT

Printed on 02/20/2014 Thursday 14:57:01

Date From 01/01/2001 To 02/20/2014

General Information

Name HAYNES, CLARENCE				Acct# 2580	Phone 313-828-3359	Cash Bal 0.00
Title	DR01	Ref JANKOWSK	Marital Unknown	SSN [REDACTED]	Work	Ins Bal 2,042.00
Address 8554 PREST DETROIT, MI 48228						Birthday [REDACTED]
Alert HAVE LIEN 2/20/13						First Visit 06/10/2013
Note CLAIM# 364842446						Last Date 08/13/2013

Policy Information

Financial Code AA	Ins Code CITY	Insured's Name HAYNES, CLARENCE		Relation Self
ID No# 364842446	Group Number		Phone 313-828-3359	Participate Yes
Address 8554 PREST DETROIT, MI 48228				Assignment Yes
INS Name & Address DO NOT USE, FIRST NATIONAL BUILDING, DETROIT, MI 48226				
Financial Code LG	Ins Code REI	Insured's Name HAYNES, CLARENCE		Relation Self
ID No#	Group Number		Phone 313-828-3359	Participate Yes
Address 8554 PREST DETROIT, MI 48228				Assignment Yes
INS Name & Address THE REIZEN LAW GROUP, 333 W. 7TH STREET, ROYAL OAK, MI 48067				

Diagnosis Information: 7245 / 71947 / 7295 / E9290 / 72981 / 7291 / 7222 /

Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance		RefID
												Cash	Ins	
389	06/10/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	694
1067	07/15/2013	20605	72981	01	410.00	410.00	0.00	0.00	0.00	0.00	0.00	0.00	410.00	2075
1067	07/15/2013	77002	72981	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	2076
1067	07/15/2013	J0702	72981	01	16.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	2077
1067	07/15/2013	J2001	72981	01	16.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	2078
1551	07/15/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	3074
1696	08/13/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	3407

Note: DX - Diagnosis
DR - Doctor

EXHIBIT 6C – SETTLEMENT AGREEMENT

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

	X	
	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	Claim No. 2158
Debtor.	:	Hon. Steven W. Rhodes
	:	
	X	

AGREEMENT RESOLVING CLAIM OF CLARENCE HAYNES

The City of Detroit (the "City") and the claimant identified in paragraph 2 below (the "Claimant") and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

A. On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

B. Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

C. On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

D. The Claimant is the current record holder of the proof of claim identified under the heading "Filed Claim Number" in the table in paragraph 2 below (the "Filed Claim").

E. The City (i) reviewed the Filed Claim and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim for potential resolution through the ADR Procedures.

F. The City believes that the resolution of the Filed Claim as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of litigating potential disputes related to the Filed Claim. In accordance with the ADR Order, the resolution of the Filed Claim set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim pursuant to section II.A.7 of the ADR Procedures.

G. Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

H. The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

I. The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim and is the sole holder of the Filed Claim, with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. The Filed Claim is deemed amended, modified and allowed as a general unsecured, nonpriority claim (any such claim, a "Settled Claim") in the corresponding amount set forth in the table below under the heading "Settled Claim Amount":

Claimant	Filed Claim Number	Filed Claim Amount	Filed Claim Priority	Settled Claim Amount	Settled Claim Priority
Clarence Haynes	2158	\$27,376.44	e.g., General unsecured, nonpriority	\$27,376.44	General unsecured, nonpriority

3. The Parties agree that any Filed Claim identified in paragraph 2 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

4. The Claimant will not further amend the Filed Claim or the Settled Claim or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim. Any further amendments to the Filed Claim or the Settled Claim or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim shall be null, void and of no effect.

5. The Parties agree that any Settled Claim is a general unsecured, nonpriority claim, subject to the treatment provided for such claims under any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

6. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive

payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled Claim[s] satisfied by any Non-Plan Payments.

7. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim.

8. As to the Filed Claims and Settled Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time prior to and after the date of this Agreement, that the Claimant has or may have against the City. The Claimant acknowledges that this Agreement represents the compromise of a disputed claim and is not to be construed as an admission of liability on the part of the City. As used in this Agreement, the Claimant and the City include each of their respective servants, agents, contractors, attorneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officers, if any. Where required by the City,

the Claimant has executed the Medicare Reporting and Indemnification Affidavit[s], if any, attached as Exhibit A.

9. The Claimant stipulates to dismissal with prejudice of the civil action related to the Filed Claims or Settled Claim in the form attached hereto as Exhibit B.

10. This Agreement may be executed in identical counterparts, and/or by facsimile or e-mail scan, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

City of Detroit

Clarence Haynes

By: Krystal Crittendon

Clarence Haynes
(Signature)

Name: _____
(Signature)

Date: 4-25-14

Name: _____
(Print Name)

Title: _____

Date: _____

Claimant(s) counsel:

Scott Reizen

Scott Reizen
(printed)

Date: 4/22/14

MEDICARE REPORTING AND INDEMNIFICATION
AFFIDAVIT

Clarence Haynes, being first duly sworn, deposes and says that I have filed a claim and/or lawsuit against the City of Detroit:

1. I certify under penalty of law that this Affidavit and all attachments were prepared with my knowledge and were reviewed by me. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and/or imprisonment for known violations. I hereby state under oath and subject to any penalties for perjury that the information contained in this Affidavit is true, correct and accurate.
2. I hereby understand that the City of Detroit will be relying upon this information in order to provide all of the required information to the United States Government, Department of Health and Human Services, Center for Medicare and Medicaid Services or their Medicare contractor in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 and to be in compliance with the Medicare Secondary Payer Laws.
- Circle One
3. I am currently receiving Medicare Benefits..... yes or ☒ no
4. I will be Sixty Five years old within three years..... yes or ☒ no
- 4a. I have applied for Social Security Disability Benefits..... yes or ☒ no
5. I have received a Social Security Disability Award Letter and
attached a copy hereto..... yes or ☒ no
6. Attached is a copy of my Social Security Disability Application..... yes or ☒ no
7. Attached is a copy of my Social Security denial letter and my
appeal of said denial..... yes or ☒ no

8. I have End Stage Renal Disease.....yes or no

9. That my full name and all aliases are:

Clarence Donnie Haynes

10. That my City of Detroit File/Matter Number is:

11. That my address is:

7420 Reutherford Det. MI 48228

12. That my Attorney's Name, Address and Contact Numbers are:

Scott R. Reizen 333 W. 7th St. Suite 300 Royal Oak, MI 48067
248 554-3440

13. That my Date of Birth is:

[REDACTED]

14. That my Social Security Number is:

[REDACTED]

15. That my Medicare HIC Number, if applicable is:

16. That I am attaching copies of the following information:

a. Copy of the Judgment yes or no

b. Medical Records yes or no

c. Specific Description of my injuries _____

17. Has anyone ever prepared for you:

- a. A Life Care Plan..... yes or no
b. Medicare Set Aside Cost Projectionsyes or no
c. Life expectancy projectionyes or no

If yes to any questions above in #17, submit a copy to the City of Detroit.

18. What specific body parts were impacted by the Injury/illness:

19. That my Gender is: ✓ Male _____ Female

20. That the accident which gave rise to this Claim/Lawsuit occurred on:

Nov. 2012 (Date)

21. On 4-25-14 (Date), a Settlement or Judgement of my

Claim/Lawsuit was agreed to/rendered for the total amount of

Twenty Seven Thousand Dollars (\$27,376.44).

Three hundred Seventy Six + 44/100

22. On the date of the accident/event, did any household family

member own an automobile with valid No Fault Insurance

coverage..... yes or no

I, Clarence Haynes, HAVE READ THE ABOVE MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT AND STATE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT IN THE EVENT THAT THE CITY OF DETROIT IS HELD LIABLE DUE TO ANY MISINFORMATION OR OMISSION OF INFORMATION BY AFFIANT IN THIS AFFIDAVIT, AFFIANT SHALL INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE CITY OF DETROIT FOR ALL PAYMENTS, DAMAGES, MONIES, COSTS, ATTORNEY'S FEES, EXPENSES, MEDICARE LIENS, MEDICARE DEMANDS FOR REIMBURSEMENT, MEDICARE OFFSETS, MEDICARE FINES, MEDICARE PENALTIES AND ANY MEDICARE PAYMENTS INCURRED BY THE CITY OF DETROIT RESULTING FROM SAID OMISSION OR MISINFORMATION. FURTHER, I SHALL FULLY COOPERATE WITH THE CITY OF DETROIT IN ANY DISPUTE OR MATTERS RELATED TO THIS INCIDENT INVOLVING MEDICARE AND SHALL EXECUTE ALL DOCUMENTS REQUIRED OR REQUESTED BY THE CITY OF DETROIT, MEDICARE OR ITS AGENTS THAT MAY BE REQUIRED OR NECESSARY TO RESOLVE ANY SAID DISPUTE OR MATTER.

FURTHER AFFIANT SAITH NOT.

Clarence Haynes
SIGNATURE OF THE CLAIMANT/PLAINTIFF

STATE OF MICHIGAN)
)SS
COUNTY OF Oakland)

This Medicare Reporting and Indemnification Affidavit was acknowledged, subscribed and sworn to before me this 25th day of April, 2014, by Clarence Haynes, who hereby declares under penalty of perjury under the laws of the State of Michigan that he or she is authorized in fact and law to execute this Medicare Reporting and Indemnification Affidavit.

Catherine Farmer
Notary Public, _____ County, MI
My Commission Expires: _____

CATHERINE FARMER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 18, 2020
ACTING IN COUNTY OF Oakland

Notary, Please ensure you use your notarial stamp or seal.

EXHIBIT 6D – 2014 COMPLAINT

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 NI

Honorable

CITY OF DETROIT, and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

14-009320-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK
7/18/2014 3:48:47 PM
CATHY M. GARRETT

SCOTT R. REIZEN (P 63724)
MELISSA A. PODE (P 76551)
The Reizen Law Group
Attorneys for the Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440 // 248/750-0790 fax
scott@reizenlaw.com

A civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint has been previously filed in the Wayne County Circuit Court. The action against this individual is no longer pending under docket number is 13-007308-NI and was assigned to the Honorable Patricia P. Presard.

COMPLAINT

NOW COMES PLAINTIFF, Clarence Haynes, by and through his attorneys, The Reizen Law Group, and for his Complaint against Defendants, City of Detroit and Kavtaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. Plaintiff, Clarence Haynes, is a resident of the City of Detroit, County of Wayne, and State of Michigan.
2. Defendant, City of Detroit, is a municipal corporation located in the County of Wayne, State of Michigan.

3. Defendant, Kavtaben Manishkumar Desai (Desai), is believed to be a resident of the City of Newport, County of Monroe, and State of Michigan.

4. The amount in controversy exceeds the sum of Twenty-Five Thousand (\$25,000) Dollars, exclusive of costs, interest and attorney fees.

COUNT I
OPERATOR NEGLIGENCE – DEFENDANT, KAVITABEN MANISHKUMAR
DESAI

5. Plaintiffs incorporate by reference paragraphs one through four of this Complaint as if specifically set forth herein, paragraph by paragraph, word for word.

6. On or about November 6, 2012, Plaintiff, Clarence Haynes, was a passenger on a bus on westbound Grand Boulevard at or near its intersection with Lawton Street, County of Wayne, when it was struck by the vehicle driven by Defendant Desai.

7. On that date and time, Defendant Desai was the owner operator of a Toyota Camry bearing Michigan license plate number CFZ1630, travelling westbound on Grand Boulevard at or near its intersection with Lawton Street when he failed to observe his surroundings in a careful and prudent manner, thereby striking Plaintiff's vehicle, causing the vehicles to collide with one another.

8. Defendants Desai's negligence regarding the collision has inflicted severe and permanent injuries upon Plaintiff, resulting in serious impairments of body functions and serious injuries and damages as alleged in this Complaint.

9. Defendant Desai had to obey the statutes and laws of the State of Michigan applicable to the operation of motor vehicles.

10. The sole, direct and proximate cause of the aforesaid accident was because Defendant Desai was operating his vehicle in a negligent, careless and reckless manner, contrary to the Motor Vehicle Act of the State of Michigan in one or more of the following ways:

- a) driving said motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of the rights and safety of others lawfully upon the highway, and Plaintiff in particular, in violation of MCL 257.626 and MCL 257.626(b);
- b) failing to maintain a proper lookout and otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to others and Plaintiff in particular, in violation of MCL 257.643;
- c) failing to make proper observations of the conditions of the highway and any other conditions then and there existing;
- d) failing to make proper observation of the traffic and conditions then and there existing in total disregard of the rights and safety of others and Plaintiff in particular in violation of MCL 257.647;
- e) driving said motor vehicle in a reckless and erratic manner in disregard of the rights and safety of others and Plaintiff in particular, which conduct and state of mind under the facts and circumstances amount to gross negligence in violation of MCL 257.626; and
- f) performing other acts of negligence not yet known to Plaintiff, but which will be ascertained during the course of discovery.

11. As a direct and proximate result of the acts and omissions of Desai's, constituting negligence, gross negligence and unlawful conduct, Plaintiff Clarence Haynes sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability and mental anguish, permanently, and such other and further injuries, including but not limited to:

- a) severely sprained ankle and lower back pain;
- b) economic damages past and future;
- c) pain and suffering, past and future, including, but not limited to:
 - 1. physical pain and suffering;
 - 2. mental anguish;

3. fright and shock;
 4. denial of social pleasure, enjoyment; and
 5. embarrassment, humiliation and mortification;
- d) loss of some or all enjoyment of life; and
- e) such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

12. None of the alleged negligent acts or omissions by Defendant Desai were intentional within the meaning of MCLA 500.3135(3)(a).

13. If it is discovered that Plaintiff was suffering from any medical conditions prior to this collision, then and in that event, Plaintiff claims that those conditions were precipitated, aggravated and/or accelerated by reason of the foregoing collision.

WHEREFORE, Plaintiff requests this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by him, plus interest, costs and attorney fees in pursuing this action.

COUNT II - NO-FAULT CLAIM
CITY OF DETROIT

14. Plaintiff incorporates by reference paragraphs one through four of the General Allegations and paragraphs five through 15 of Count I of this Complaint as if specifically set forth herein, paragraph by paragraph, word for word.

15. On or about November 6, 2012, Plaintiff was involved in an automobile accident and sustained accidental bodily injuries for which he had to spend money for medical care and treatment, medication, incurred expenses from others in lieu of those services he would have performed for the benefit of himself had he not been injured and transportation expenses.

16. As a provision of the policy of insurance issued by City of Detroit, Plaintiff became entitled to receive various benefits pursuant to the Michigan No-Fault Law.

17. Plaintiff gave the Defendant City of Detroit due notice, in writing, of said accident and requested payments under the Michigan No-Fault Law for medical expenses, lost wages and expenses incurred in obtaining ordinary and necessary services for Twenty (\$20) Dollars per day.

18. Plaintiff complied with and performed all of the terms and provisions of said policy of insurance upon his part to be so kept and performed.

19. Defendant City of Detroit has wholly neglected and unreasonably refused to pay for medical expenses, wage loss, household replacement services and other benefits provided under the Michigan No-Fault Law.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor and against Defendant, City of Detroit, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by him, plus interest, costs and attorney fees incurred in pursuing this action.

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorney for Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440//248/750-0790 fax
scott@reizenlaw.com

DATED: July 18, 2014

EXHIBIT 6E – STAY NOTICE

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES

Plaintiff,

v

Case No.14-009320 NI
Hon. Patricia P. Fresard

CITY OF DETROIT,
Defendant

14-009320-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK
10/3/2014 3:38:39 PM
CATHY M. GARRETT

SCOTT R. REIZEN (P-63724)
Attorney For Plaintiff
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(248) 350-3700
sreizen@thereizenlawgroup.com

CALVERT BAILEY (P-42409)
Attorney for Defendant City
2 Woodward Ave., Ste. 500
Detroit, Michigan 48226
(313) 237-3004
baile@detroitmi.gov

**NOTICE OF SUGGESTION OF PENDENCY OF
BANKRUPTCY CASE AND APPLICATION OF THE AUTOMATIC STAY**

PLEASE TAKE NOTICE THAT, on July 18, 2013 (the "Petition Date"), the City of Detroit, Michigan (the "City") filed a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code"). The City's bankruptcy case is captioned *In re City of Detroit, Michigan*, Case No. 13-53846, (Bankr. E.D. Mich.) (the "Chapter 9 Case"), and is pending in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). A copy of the voluntary petition filed with the Bankruptcy Court commencing the Chapter 9 Case is attached hereto as Exhibit A.

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PLEASE TAKE FURTHER NOTICE THAT, in accordance with the automatic stay imposed by operation of sections 362 and 922 of the Bankruptcy Code (the "Stay"), from and after the Petition Date, no act to (i) exercise control over property of the City or (ii) collect, assess or recover a claim against the City that arose before the commencement of the Chapter 9 Case may be commenced or continued against the City without the Bankruptcy Court first issuing an order lifting or modifying the Stay for such specific purpose.

PLEASE TAKE FURTHER NOTICE THAT, in accordance with the Stay, from and after the Petition Date, no cause of action arising prior to, or relating to the period prior to, the Petition Date may be commenced or continued against (i) the City, in any judicial, administrative or other action or proceeding, or (ii) an officer or inhabitant of the City, in any judicial, administrative or other action or proceeding that seeks to enforce a claim against the City, and no related judgment or order may be entered or enforced against the City outside of the Bankruptcy Court without the Bankruptcy Court first issuing an order lifting or modifying the Stay for such specific purpose.

PLEASE TAKE FURTHER NOTICE THAT actions taken in violation of the Stay, and judgments or orders entered or enforced against the City, or its officers or inhabitants to enforce a claim against the City, while the Stay is in effect, are void and without effect.

PLEASE TAKE FURTHER NOTICE THAT neither the Bankruptcy Court nor the United States District Court for the Eastern District of Michigan has issued an order lifting or modifying the Stay for the specific purpose of allowing any party to the above-captioned proceeding to commence or continue any cause of action against the City or its officers or inhabitants. As such, the above-captioned proceeding may not be prosecuted, and no valid

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judgment or order may be entered or enforced against the City or its officers or inhabitants.

PLEASE TAKE FURTHER NOTICE THAT, in light of the foregoing, the City will not defend against, or take any other action with respect to, the above-captioned proceeding while the Stay remains in effect.

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PLEASE TAKE FURTHER NOTICE THAT the City hereby expressly reserves all rights with respect to the above-captioned proceeding, including, but not limited to, the right to move to vacate any judgment entered in the above-captioned proceeding as void.

Respectfully submitted,

/s/ Calvert Bailey
CALVERT BAILEY (P-42409)
Attorney for Defendant City of Detroit
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-3004

Dated: October 3, 2014

An e-File Certificate of Service

On October 2, 2014 I certify that a copy of Notice of Suggestion was e-filed to the attorney of record via the Odyssey Electronic Court e-Filing System, which notifies the attorney of same via e-mail a notification of the court accepted e-filed document.

The statement above is true to the best of my knowledge, information and belief.

/s/ Joanne Robinson

EXHIBIT 6F – MOTION TO LIFT BANKRUPTCY STAY

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 009320 NI

Honorable Patricia Fresard

CITY OF DETROIT and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

14-009320-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK
4/22/2015 2:49:22 PM
CATHY M. GARRETT

SCOTT R. REIZEN (P 63724)
MELISSA A. PODE (P 76551)
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scott@reizenlaw.com / melissa@reizenlaw.com

THOMAS R. CHARBONEAU, JR. (P 31837)
Sills, Charboneau & Barnett, P.C.
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Troy, MI 48085
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tcharblaw@gmail.com

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City of Detroit Law Department
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bailc@detroitmi.gov

PLAINTIFF'S MOTION TO LIFT BANKRUPTCY STAY

NOW COMES PLAINTFF, Clarence Haynes, by and through his attorneys, The Reizen Law Group, and for his motion to lift the City of Detroit bankruptcy stay states as follows:

1. This matter arises out of an accident that occurred on November 6, 2012, involving a City of Detroit bus on which Plaintiff was a passenger (**Exhibit A**).

2. Plaintiff sustained injury in said accident and filed his original Complaint against the City of Detroit and the driver of the other vehicle on June 4, 2013 (**Exhibit B**).

3. Defendant, City of Detroit, filed its Answer and other responsive pleadings on July 8, 2013 (**Exhibit C**); on July 18, 2013, Defendant filed a Bankruptcy Petition (**Exhibit D**).

4. Plaintiff received a Proof of Bankruptcy Claim dated February 21, 2014 (**Exhibit E**), and signed an Agreement to Resolve Bankruptcy Claim on April 25, 2014 (**Exhibit F**), and the case was dismissed.

5. Plaintiff refiled his Complaint against Defendants on July 18, 2014 (**Exhibit G**); Defendant, City of Detroit, was served on September 4, 2014 (**Exhibit H**).

7. The City of Detroit emerged from bankruptcy on or about December 10, 2014.

8. On or about December 23, 2014, Plaintiff received Notice of Entry of Order Confirming Amended Bankruptcy Plan (**Exhibit I**).

9. Plaintiff believes that the bankruptcy stay should now be lifted so this matter can proceed to conclusion.

WHEREFORE, Plaintiff requests that this Honorable Court lift the bankruptcy stay and allow this matter to proceed to conclusion.

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorney for Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440/248/750-0790 fax
scott@reizenlaw.com

DATED: April 22, 2015

BRIEF IN SUPPORT OF MOTION

Plaintiff relies on all applicable Court Rules and case law in support of his motion, as well as the facts set forth in the foregoing motion.

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorney for Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440/248/750-0790 fax
scott@reizenlaw.com

DATED: April 22, 2015

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing document(s) was/were served upon all parties to the above cause of action by way of the Court's efililing system on April 22, 2015.

/s/ Lenore Donnelly

Lenore Donnelly

Exhibit A

Authority: 1949 PA 300, Sec.257.822
Compliance: Required MSP UD-10E
Penalty: \$100 and/or 90 days (Rev 11/2006)

External # 265095
Crash ID

Page 1
Incident # 7571106 File Class :
Incident Disposition
Open
Reviewer
CHARLES EDWARDS (S482)

STATE OF MICHIGAN TRAFFIC CRASH REPORT

ORI: MI8234910	Department Name Detroit Police Department							
Crash Date 11/06/2012	Crash Time 14:45	No. of Units 02	Crash Type Rear End Right Turn	Special Circumstances <input type="checkbox"/> School Bus <input checked="" type="checkbox"/> None <input type="checkbox"/> Hit and Run <input type="checkbox"/> Dear <input type="checkbox"/> Fleeing Police	Special Checks <input type="checkbox"/> Fatal <input type="checkbox"/> Non-Traffic Area <input type="checkbox"/> ORV/Snowmobile			
County 82 - WAYNE	Traffic Control None	Relation to Roadway On Road	Special Study None	Weather Clear	Area 07 - NON-FRWY in Intersection			
City/Twp 99 - DETROIT	Construction Zone (if applicable) Type	Lane Closed	Activity	Light Daylight	Road Condition Dry	Total Lanes 02	Speed Limit 35	Posted Yes

Prefix W	Road Name GRAND	Road Type BLVD	Suffix Divided Roadway
Distance (ft.) 50.0 Feet W	Traffic Way 02 - Divided Hwy w/o barrier	Access Control 02 - Full access control	
Prefix LAWTON	Intersecting Road ST	Road Type ST	Suffix Divided Roadway

Unit Number 01	Unit Known No	State MI	Driver License Number D200461581832	Date of Birth (Age) [REDACTED]	License Type <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Chauffeur <input type="checkbox"/> Moped	Endorsements <input type="checkbox"/> Cycle <input type="checkbox"/> Farm <input type="checkbox"/> Recreation	Sex F	Total Occupants 01	Hazardous Action 09 - Improper turn
Unit Type MV	Driver Information KAVITABEN MANISHKUMAR DESAI 4040 W SHORE CT NEWPORT MI 48166 (313)790-2739				Injury 0	Position 00	Restraint 00	Hospital None	
Driver Condition <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 09				Interlock No	Ejected	Trapped	Airbag Deployed	Ambulance None	
Alcohol <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Test Type <input type="checkbox"/> Field <input type="checkbox"/> Refused <input type="checkbox"/> OPBT <input type="checkbox"/> Not Offered <input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine				Test Results		Drugs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Test Type <input type="checkbox"/> Blood <input type="checkbox"/> Urine	Test Results		Citation Issued <input type="checkbox"/> Hazardous <input type="checkbox"/> Other
Vehicle Registration CFZ1630	State MI	Insurance/Policy # FARM BUREAU #10530T11-10		Towed To/By # DRIVABLE		Special Vehicles	Private Trailer Type	Vehicle Defect	
VIN 4T4BF3EK7BR155371	Vehicle Description TOYOTA	Make CAMRY	Model BLK	Year 2011	Vehicle Type Passenger Car				
Location of Greatest Damage 04	First Impact 04	Extent of Damage 02	Driveable Yes	Vehicle Direction W	Vehicle Use 01 - Private	Action Prior 03 - Turning right			
Sequence of Events First				Second		Third		Fourth	
(• Indicates MOST harmful event) • 17 - Motor veh in transport									

PASSENGERS	Passenger Information	Date of Birth (Age)	Sex	Position	Restraint	Hospital
		Injury	Airbag Deployed	Ejected	Trapped	Ambulance
	Passenger Information	Date of Birth (Age)	Sex	Position	Restraint	Hospital
		Injury	Airbag Deployed	Ejected	Trapped	Ambulance
	Passenger Information	Date of Birth (Age)	Sex	Position	Restraint	Hospital
		Injury	Airbag Deployed	Ejected	Trapped	Ambulance
Passenger Information	Date of Birth (Age)	Sex	Position	Restraint	Hospital	
	Injury	Airbag Deployed	Ejected	Trapped	Ambulance	
Passenger Information	Date of Birth (Age)	Sex	Position	Restraint	Hospital	
	Injury	Airbag Deployed	Ejected	Trapped	Ambulance	

Carrier Information		Carrier Source GVWR	ICCMC	USDOT	MPSC		
Driver's CDL Type		Endorsements OH OP OT ON OS OX	CDL Exempt OFarm OOther	CDL Restrictions 028 029 030 035 036			
Interstate/Intrastate	Vehicle Type	Type and Axle Per Unit First Second Third Fourth	Cargo Body Type	Medical Card	Hazardous Material OPlacard OCargo Spill	ID #	Class #

Owner Information	Owner Information
Person Advised of Damaged Traffic Control Contact Name : Contact Date : Contact Time :	Damaged Property Owner and Phone Public

Unit Number 02	Unit Known Yes	State MI	Driver License Number O242067729579	Date of Birth (Age) [REDACTED]	License Type <input type="radio"/> Operator <input type="radio"/> Chauffeur <input type="radio"/> Moped	Endorsements <input checked="" type="radio"/> Cycle <input type="radio"/> Farm <input type="radio"/> Recreational	Sex M	Total Occupants 18	Hazardous Action 00 - None
Unit Type MV	Driver Information CITY OF DETROIT 1301 E WARREN DETROIT MI 48207 (313)674-8911				Injury O	Position 01	Restraint 03	Hospital None	
Driver Condition <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> 5 <input type="radio"/> 6 <input type="radio"/> 7 <input type="radio"/> 8 <input type="radio"/> 9 <input type="radio"/> 0				Interlock No	Ejected No	Trapped No	Airbag Deployed No	Ambulance 821064	
Alcohol <input type="radio"/> Yes <input checked="" type="radio"/> No Test Type <input type="radio"/> Field <input type="radio"/> PBT				Test Results <input type="radio"/> Not Offered <input type="radio"/> Breath <input type="radio"/> Blood <input type="radio"/> Urine		Drugs <input type="radio"/> Yes <input checked="" type="radio"/> No Test Type <input type="radio"/> Blood <input type="radio"/> Urine		Citation Issued <input type="radio"/> Hazardous <input type="radio"/> Other	
Vehicle Registration 093X662	State MI	Insurance/Policy # MUNICIPAL INSURANCE			Towed To/By # DRIVABLE			Special Vehicles 3	Private Trailer Type
VIN 1241	Vehicle Description 		Make 	Model 	Color 	Year 	Vehicle Type Passenger Car		
Location of Greatest Damage 01		First Impact 01	Extent of Damage 01	Driveable Yes	Vehicle Direction W	Vehicle Use 02 - Commercial		Action Prior 01 - Going Straight Ahead	
Sequence of Events First Second Third Fourth (• Indicates MOST harmful event) • 17 - Motor veh in transport									

PASSENGERS	Passenger Information LLYOD LETT 2915 CARTER DETROIT MI 48206 (313)659-1470				Date of Birth (Age) [REDACTED]	Sex M	Position 05	Restraint 01	Hospital 830190
	Injury C				Airbag Deployed No	Ejected No	Trapped No	Ambulance 821064	
	Passenger Information CHARLES WESLEY 1174 DEXTER DETROIT MI 48206 (313)360-1147				Date of Birth (Age) [REDACTED]	Sex M	Position 06	Restraint 01	Hospital 830190
	Injury C				Airbag Deployed No	Ejected No	Trapped No	Ambulance 821065	
	Passenger Information KYRON COOPER 7427 DEXTER DETROIT MI 48206				Date of Birth (Age) [REDACTED]	Sex M	Position 04	Restraint 01	Hospital 830190
	Injury C				Airbag Deployed No	Ejected No	Trapped No	Ambulance 821064	
PASSENGERS	Passenger Information ROSEMARY MANNS 19435 WESTBROOK DETROIT MI 48207 (313)594-1682				Date of Birth (Age) [REDACTED]	Sex F	Position 07	Restraint 01	Hospital 830190
	Injury C				Airbag Deployed No	Ejected No	Trapped No	Ambulance 821064	
	Passenger Information 				Date of Birth (Age) 	Sex 	Position 	Restraint 	Hospital
	Injury 				Airbag Deployed 	Ejected 	Trapped 	Ambulance 	
	Passenger Information 				Date of Birth (Age) 	Sex 	Position 	Restraint 	Hospital
	Injury 				Airbag Deployed 	Ejected 	Trapped 	Ambulance 	

Carrier Information				Carrier Source GVWR	ICCMC 	USDOT 	MPSC
Driver's CDL Type 				Endorsements <input type="radio"/> OH <input type="radio"/> OF <input type="radio"/> OT <input type="radio"/> ON <input type="radio"/> OS <input type="radio"/> OX	CDL Exempt <input type="radio"/> Farm <input type="radio"/> Other	CDL Restrictions <input type="radio"/> 08 <input type="radio"/> 09 <input type="radio"/> 030 <input type="radio"/> 035 <input type="radio"/> 036	
Interstate/Intrastate 	Vehicle Type 	Type and Axle Per Unit First Second Third Fourth	Cargo Body Type 	Medical Card 	Hazardous Material <input type="radio"/> Placard <input type="radio"/> Cargo Spill	ID # 	Class #

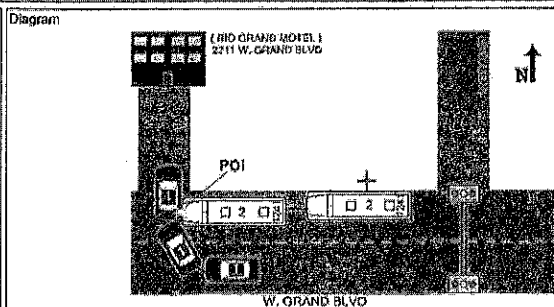
OWNER	Owner Information 	Owner Information
WITNESS	Witness Information 	Witness Information

Investigated at Scene Yes	Reported Date (Time) 11/08/2012 (16:17)	1st Investigator Name (Badge) LETO	2nd Investigator Name (Badge) 	Photo By
-------------------------------------	---	--	--	---------------------

Narrative

Both Vehicles were traveling westbound on W. Grand Blvd. Vehicle 1 then proceeded to make a improper right turn in front of moving Vehicle 2 (DDOT BUS# 1241), causing the driver of Vehicle 2 (Anthony Oglessby b/m-07-23-1961) to come to an abrupt stop causing damage to Vehicle 1's passenger rear bumper and minor physical injuries to four passengers inside the bus. No visible damages were observed on Vehicle 2 (DDOT BUS# 1241). Medic 1 and 9 made location and transported Lloyd Lett b/m-12-6-1966 Chart# 128296302311 Temp Serious Dr. Roland, Rosemary Manns b/f-9-9-1957 Chart# 089264122311 Temp Serious Dr. Roland, Charles Wesley b/m-02-20-1976 Temp Serious Dr. Roland, Kyron Cooper b/m-12-4-1992 Temp Serious Dr. Roland to Henry Ford Hospital. Both vehicles were drivable at scene.

External #: 265095
Incident #: 7571106



11/08/2012 7571106

Exhibit B

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New Case Search](#) [Refine Search](#) [Back](#)

Location : Non-Criminal Cases [Images](#) [Web Access Instruction Manual](#)

REGISTER OF ACTIONS

CASE NO. 13-007308-NI

RELATED CASE INFORMATION

Related Cases

13-013708-NF (Prior Action)
14-009320-NI (Prior Action)

PARTY INFORMATION

Defendant CITY OF DETROIT

Lead Attorneys
Calvert A. Bailey
Retained
(313) 224-4550(W)

Defendant DESAI, KAVITABEN MANISHKUMAR

Plaintiff HAYNES, CLARENCE

Scott Robert Reizen
Retained
(248) 554-3440(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS
06/04/2013 Service Review Scheduled
06/04/2013 Status Conference Scheduled
06/04/2013 Complaint, Filed
06/04/2013 Case Filing Fee - Paid
07/08/2013 Return of Service, Filed
07/08/2013 Default, Request, Affidavit and Entry Filed
07/08/2013 Default, Request, Affidavit and Entry Filed
07/08/2013 Answer to Complaint, Filed
08/21/2013 Closed/Final - Admin Clsng Due to Bankrptv, Signed and Filed (Judicial Officer: Fresard, Patricia Perez)
09/06/2013 CANCELED Status Conference (8:15 AM) (Judicial Officer Fresard, Patricia Perez)
Case Disposed/Order Previously Entered
09/03/2013 Reset by Court to 09/06/2013

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

Case No: 13- -NI

Hon:

v

CITY OF DETROIT, a municipal
corporation, and KAVITABEN MANISHKUMAR
DESAI, an individual,

Defendants.

SCOTT R. REIZEN (P63724)
THE REIZEN LAW GROUP
Attorney for Plaintiff
333 W. 7th St, Suite 360
Royal Oak, MI 48067
(248) 554-3440/Fax: (248) 750-0790
scott@reizenlaw.com

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court; nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge; nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a Judge in this Court.

/s/ Scott R. Reizen
SCOTT R. REIZEN P63724

COMPLAINT

NOW COMES the Plaintiff, Clarence Haynes, by and through his attorney, Scott R. Reizen of The Reizen Law Group, and for his Complaint against Defendants, City of Detroit and Kavitaaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. The Plaintiff is a resident of the City of Detroit, County of Wayne, and State of

Michigan.

2. The Defendant, City of Detroit, is a municipal corporation located in the County of Wayne and State of Michigan.

3. The Defendant, Kavitaaben Manishkumar Desai (hereafter known as "Desai"), is a resident of the City of Newport, County of Monroe, State of Michigan.

4. The amount in controversy is in excess of Twenty-Five Thousand (\$25,000.00) dollars, exclusive of costs, interest and attorney fees.

5. That on November 6, 2012, Plaintiff was a passenger owned and operated by the City of Detroit. The bus was traveling in the City of Detroit, County of Wayne, and State of Michigan, headed westbound on W. Grand Blvd., near its intersection with Lawton St., when Defendant, Desai, made an improper right turn in front of the bus causing the bus to collide with Defendant Desai's vehicle.

6. On that date and at that time, Defendant Desai, failed to observe his surroundings in a careful and prudent manner, causing his vehicle to collide with another.

7. Defendant, Desai's, contributory negligence regarding the referenced collision has inflicted upon Plaintiff severe and permanent injuries, serious impairment of body functions and serious injury and damages as alleged in this Complaint.

COUNT I
OPERATOR NEGLIGENCE - DEFENDANT DESAI

8. Plaintiffs incorporate by reference Paragraphs 1-7, as though fully set forth herein.

9. Defendant, Desai, was under a duty to obey the Statutes of the State of Michigan applicable to the operation of motor vehicles.

10. Despite that duty, Defendant, Desai, breached it in the following manner:

- a. in driving a motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of

- the rights and safety of others lawfully upon the highway, in violation of MCL 257.626 and MCL 257.626(b);
- b. in failing to maintain a proper lookout and in otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to the Plaintiff in violation of MCL 257.643;
 - c. in driving a motor vehicle upon the highway at a rate of speed greater than would permit it to be stopped within the assured clear distance ahead in violation of MCL 257.627;
 - d. in failing to make proper observations of the conditions of the highway and any others conditions then and there existing;
 - e. in failing to apply her brakes to try to avoid the collision; in driving a motor vehicle in a reckless and erratic manner, in total disregard of the rights and safety of others, which conduct and state of mind under the facts and circumstances amounted to gross negligence, in violation of MCL 257.626;
 - f. in delaying attempted activation of audible and visual emergency equipment until actually entering a controlled intersection and without slowing down as necessary for safe operation in violation of MCL 257.603;
 - g. in performing other acts of negligence not yet known to plaintiff but which will be ascertained during the course of discovery in this litigation;

11. As a direct and proximate result of Defendant's negligence, Plaintiff sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability, and mental anguish, permanently, and such other and further injuries and damages as may be disclosed through continuing course of treatment provided to her by her various medical providers.

12. As a further direct and proximate result of the automobile collision, Plaintiff sustained the following damages:

- a. economic damages past and future;
- b. pain and suffering, past and future, including, but not limited to:
 - 1) physical pain and suffering;
 - 2) mental anguish;
 - 3) fright and shock;
 - 4) denial of social pleasure, enjoyment; and
 - 5) embarrassment, humiliation and mortification.
- c. loss of some or all enjoyment of life; and

- d. such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

WHEREFORE, Plaintiff requests that this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by the him, plus interest, costs and attorney fees in pursuing this action.

COUNT II
NO-FAULT CLAIM – CITY OF DETROIT

13. Plaintiff incorporates by reference Paragraphs 1-12 as though fully set forth herein.

14. That relevant proofs of Personal Protection Insurance Benefits due and owing to the Plaintiff, including, but not limited to medical expenses and attendant care services were submitted to the Defendant City of Detroit on or around April 22, 2013, along with a demand that Plaintiff be reimbursed for said amounts. However, despite that demand, the Defendant has refused and to this date has neglected to pay Plaintiff the benefits, thereby causing a breach of the contract of insurance.

15. That the Defendant's denial or refusal to pay Personal Protection Insurance benefits due to the Plaintiff has been arbitrary and without justification.

16. That as a direct and proximate result of the Defendant's arbitrary refusal and outrageous conduct in failing to pay said No-Fault benefits to the Plaintiff, the Plaintiff has been compelled to hire an attorney to pursue his civil remedies and accordingly, the Plaintiff hereby demands the additional benefits for said overdue payments pursuant to the Michigan No-Fault Law.

17. The motor vehicle operated in the accident at issue was owned by the City of Detroit.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor

and against Defendant, the City of Detroit, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by his, plus interest, costs and attorneys' fees incurred in pursuing this action.

Respectfully submitted,

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P63724)

Attorney for Plaintiff

333 W. 7th St, Suite 360

Royal Oak, MI 48067

(248) 554-3440/(248) 750-0790 – Fax

sreizen@thereizenlawgroup.com

Dated: June 4, 2013

Exhibit C

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES

Plaintiff,

v

Case No.13-007308 NI

Hon. Patricia P. Fresard

CITY OF DETROIT,

Defendant

13-007308-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK
7/8/2013 2:52:43 PM
CATHY M. GARRETT

SCOTT R. REIZEN (P-63724)

Attorney For Plaintiff

333 W. 7th St., Ste. 360

Royal Oak, MI 48067

(248) 350-3700

sreizen@thereizenlawgroup.com

CALVERT BAILEY (P-42409)

Attorney for Defendant City

2 Woodward Ave., Ste. 500

Detroit, Michigan 48226

(313) 237-3004

bailc@detroitmi.gov

DEFENDANT CITY OF DETROIT'S ANSWER TO COMPLAINT

NOW COMES, Defendant City of Detroit, by and through its undersigned attorney and in response to Plaintiff's Complaint responds as follows:

1. Having insufficient information or knowledge of the allegations of the paragraph thereof corresponding hereto, Defendant neither admits nor denies the allegations included therein.
2. The paragraph thereof corresponding hereto is admitted..
3. The paragraph thereof corresponding hereto is not applicable to this Defendant.
4. Having insufficient information or knowledge of the allegations of the

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16. Having insufficient information or knowledge of the factual allegations of the paragraph thereof corresponding hereto, Defendant denies same and leaves Plaintiff to proof thereof.

17. Having insufficient information or knowledge of the allegations of the paragraph thereof corresponding hereto, Defendant neither admits nor denies the allegations included therein.

WHEREFORE, IT IS RESPECTFULLY demanded that judgment of no cause of action be entered herein, or in the alternative that the said cause be dismissed, with prejudice, and costs and attorney fees awarded to the Defendant.

Respectfully submitted,

/s/ Calvert Bailey

CALVERT BAILEY (P-42409)

Attorney for Defendant City of Detroit

2 Woodward Ave., Ste. 500

Detroit, MI 48226

(313) 237-3004

baile@detroitmi.gov

Dated: July 8, 2013

SPECIAL AND AFFIRMATIVE DEFENSES

1. Plaintiff has failed to set forth a cause of action upon which relief can be granted.
2. The Defendant in the above-entitled cause, by and through the undersigned attorney, not waiving any deficiency or omission in any pleadings heretofore or hereafter filed by any other party hereto, hereby reserves the right to assert and file any affirmative and special defense as may become known by discovery proceedings in accordance with the rules and practices of this Court in such case made and provided, or otherwise.

3. Plaintiff is not entitled to any benefits from defendant for the reason that it has not

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supplied to defendant reasonable proof of its claim, including the fact and amount of the loss sustained as required by Michigan's No-Fault Act.

4. All or part of plaintiff's claim is barred by the terms and/or conditions of the insurance policy and/or Michigan's No-Fault Act, MCLA 300.3101 et. seq.

5. If Plaintiff is entitled to no-fault benefits from defendant, defendant is entitled to a set off for benefits provided or required to be provided under the laws of any state or federal government.

6. All or part of plaintiff's claim is barred by the statute of limitations of Michigan's No-Fault Act, MCLA 500.3145(1).

7. Plaintiff's claim for personal protection insurance benefits is in some respect fraudulent or so excessive as to have no reasonable foundation and defendant is allowed an award of reasonable foundation and defendant is allowed an award of reasonable attorney's fees for having to defend against said claim.

8. All benefits properly owing to plaintiff have been paid and plaintiff is not entitled to any benefits from defendant for the reason that any medical treatment rendered is not reasonable and necessary.

Respectfully submitted,

/s/ Calvert Bailey
CALVERT BAILEY (P-42409)
Attorney for Defendant City of Detroit
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-3004
baile@detroitmi.gov

Dated: July 8, 2013

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PROOF OF SERVICE

On July 8, 2013, the undersigned certifies that a copy of **Defendant City of Detroit's Answer to Complaint and Affirmative Defenses** were e-filed to the attorney of record via the Odyssey Electronic Court e-Filing System, which will notify the attorney of same via e-mail a notification of the court accepted e-filed document.

The statement above is true to the best of my knowledge, information and belief.

Shawntese Beacham

Shawntese Beacham

Exhibit D

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN				VOLUNTARY PETITION	
Name of Debtor (if individual, enter Last, First, Middle): City of Detroit, Michigan			Name of Joint Debtor (Spouse) (Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 38-6004606			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):		
Street Address of Debtor (No. and Street, City, and State): 2 Woodward Avenue Suite 1126 Detroit, Michigan			Street Address of Joint Debtor (No. and Street, City, and State):		
48226			ZIP CODE		
County of Residence or of the Principal Place of Business: Wayne			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):		
ZIP CODE			ZIP CODE		
Location of Principal Assets of Business Debtor (if different from street address above):					
ZIP CODE					
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) Municipality		Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input checked="" type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:		Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).		Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.	
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input checked="" type="checkbox"/> Over 100,000					
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion					
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion					

Exhibit E

City of Detroit Claims Processing
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

FIRST CLASS
US POSTAGE PAID
EL SEGUNDO CA
PERMIT NO. 45049

Clarence Haynes
The Reizen Law Group
333 West 7th Street, Suite 360
Royal Oak, MI 48067

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against City of Detroit, Michigan,
case no 13-53846 was received on 2/21/2014
and assigned claim number 2158

For more information, please visit <http://www.kccle.net/Detroit> or call 1(877) 298-6236

Exhibit F

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

	X	
	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	Claim No. 2158
Debtor.	:	Hon. Steven W. Rhodes
	:	
	X	

AGREEMENT RESOLVING CLAIM OF CLARENCE HAYNES

The City of Detroit (the "City") and the claimant identified in paragraph 2 below (the "Claimant") and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

A. On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

B. Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

C. On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

D. The Claimant is the current record holder of the proof of claim identified under the heading "Filed Claim Number" in the table in paragraph 2 below (the "Filed Claim").

E. The City (i) reviewed the Filed Claim and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim for potential resolution through the ADR Procedures.

F. The City believes that the resolution of the Filed Claim as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of litigating potential disputes related to the Filed Claim. In accordance with the ADR Order, the resolution of the Filed Claim set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim pursuant to section II.A.7 of the ADR Procedures.

G. Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

H. The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

I. The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim and is the sole holder of the Filed Claim, with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. The Filed Claim is deemed amended, modified and allowed as a general unsecured, nonpriority claim (any such claim, a "Settled Claim") in the corresponding amount set forth in the table below under the heading "Settled Claim Amount":

Claimant	Filed Claim Number	Filed Claim Amount	Filed Claim Priority	Settled Claim Amount	Settled Claim Priority
Clarence Haynes	2158	\$27,376.44	e.g., General unsecured, nonpriority	\$27,376.44	General unsecured, nonpriority

3. The Parties agree that any Filed Claim identified in paragraph 2 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

4. The Claimant will not further amend the Filed Claim or the Settled Claim or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim. Any further amendments to the Filed Claim or the Settled Claim or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim shall be null, void and of no effect.

5. The Parties agree that any Settled Claim is a general unsecured, nonpriority claim, subject to the treatment provided for such claims under any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

6. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive

payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled Claim[s] satisfied by any Non-Plan Payments.

7. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim.

8. As to the Filed Claims and Settled Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time prior to and after the date of this Agreement, that the Claimant has or may have against the City. The Claimant acknowledges that this Agreement represents the compromise of a disputed claim and is not to be construed as an admission of liability on the part of the City. As used in this Agreement, the Claimant and the City include each of their respective servants, agents, contractors, attorneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officers, if any. Where required by the City,

the Claimant has executed the Medicare Reporting and Indemnification Affidavit[s], if any, attached as Exhibit A.

9. The Claimant stipulates to dismissal with prejudice of the civil action related to the Filed Claims or Settled Claim in the form attached hereto as Exhibit B.

10. This Agreement may be executed in identical counterparts, and/or by facsimile or e-mail scan, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

City of Detroit

Clarence Haynes

By: Krystal Crittendon

Clarence Haynes
(Signature)

Name: _____
(Signature)

Date: 4-25-14

Name: _____
(Print Name)

Title: _____

Date: _____

Claimant(s) counsel:

Scott Reizen

Scott Reizen
(printed)

Date: 4/22/14

MEDICARE REPORTING AND INDEMNIFICATION
AFFIDAVIT

Clarence Haynes, being first duly sworn, deposes and says that I have filed a claim and/or lawsuit against the City of Detroit:

1. I certify under penalty of law that this Affidavit and all attachments were prepared with my knowledge and were reviewed by me. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and/or imprisonment for known violations. I hereby state under oath and subject to any penalties for perjury that the information contained in this Affidavit is true, correct and accurate.

2. I hereby understand that the City of Detroit will be relying upon this information in order to provide all of the required information to the United States Government, Department of Health and Human Services, Center for Medicare and Medicaid Services or their Medicare contractor in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 and to be in compliance with the Medicare Secondary Payer Laws.

Circle One

3. I am currently receiving Medicare Benefits..... yes or ☒ no
4. I will be Sixty Five years old within three years..... yes or ☒ no
- 4a. I have applied for Social Security Disability Benefits..... yes or ☒ no
5. I have received a Social Security Disability Award Letter and
attached a copy hereto..... yes or ☒ no
6. Attached is a copy of my Social Security Disability Application..... yes or ☒ no
7. Attached is a copy of my Social Security denial letter and my
appeal of said denial..... yes or ☒ no

8. I have End Stage Renal Disease.....yes or ☒ no

9. That my full name and all aliases are:

Clarence Donnie Haynes

10. That my City of Detroit File/Matter Number is:

11. That my address is:

7420 Reutherford Det. MI 48228

12. That my Attorney's Name, Address and Contact Numbers are:

Scott R. Reizen 333 W. 7th St. Suite 300 Royal Oak, MI 48067

248 554-3440

13. That my Date of Birth is:

[REDACTED]

14. That my Social Security Number is:

[REDACTED]

15. That my Medicare HIC Number, if applicable is:

[REDACTED]

16. That I am attaching copies of the following information:

a. Copy of the Judgment yes or ☒ no

b. Medical Records yes or ☒ no

c. Specific Description of my injuries _____

17. Has anyone ever prepared for you:

a. A Life Care Plan..... yes or ☒ no

b. Medicare Set Aside Cost Projectionsyes or ☒ no

c. Life expectancy projectionyes or ☒ no

If yes to any questions above in #17, submit a copy to the City of Detroit.

18. What specific body parts were impacted by the Injury/illness:

19. That my Gender is: ☒ Male ☐ Female

20. That the accident which gave rise to this Claim/Lawsuit occurred on:

Nov. 2012 (Date)

21. On 4-25-14 (Date), a Settlement or Judgement of my

Claim/Lawsuit was agreed to/rendered for the total amount of

Twenty Seven Thousand Dollars (\$27,376.44).

Three hundred Seventy Six & 44/100

22. On the date of the accident/event, did any household family

member own an automobile with valid No Fault Insurance

coverage.....yes or ☒ no

I, Clarence Hayes, HAVE READ THE ABOVE MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT AND STATE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT IN THE EVENT THAT THE CITY OF DETROIT IS HELD LIABLE DUE TO ANY MISINFORMATION OR OMISSION OF INFORMATION BY AFFIANT IN THIS AFFIDAVIT, AFFIANT SHALL INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE CITY OF DETROIT FOR ALL PAYMENTS, DAMAGES, MONIES, COSTS, ATTORNEY'S FEES, EXPENSES, MEDICARE LIENS, MEDICARE DEMANDS FOR REIMBURSEMENT, MEDICARE OFFSETS, MEDICARE FINES, MEDICARE PENALTIES AND ANY MEDICARE PAYMENTS INCURRED BY THE CITY OF DETROIT RESULTING FROM SAID OMISSION OR MISINFORMATION. FURTHER, I SHALL FULLY COOPERATE WITH THE CITY OF DETROIT IN ANY DISPUTE OR MATTERS RELATED TO THIS INCIDENT INVOLVING MEDICARE AND SHALL EXECUTE ALL DOCUMENTS REQUIRED OR REQUESTED BY THE CITY OF DETROIT, MEDICARE OR ITS AGENTS THAT MAY BE REQUIRED OR NECESSARY TO RESOLVE ANY SAID DISPUTE OR MATTER.

FURTHER AFFIANT SAITH NOT.

Clarence Haynes
SIGNATURE OF THE CLAIMANT/PLAINTIFF

STATE OF MICHIGAN)
)SS
COUNTY OF Oakland)

This Medicare Reporting and Indemnification Affidavit was acknowledged, subscribed and sworn to before me this 25th day of April, 2014, by Clarence Haynes, who hereby declares under penalty of perjury under the laws of the State of Michigan that he or she is authorized in fact and law to execute this Medicare Reporting and Indemnification Affidavit.

Catherine Farmer
Notary Public, _____ County, MI
My Commission Expires: _____

CATHERINE FARMER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 18, 2020
ACTING IN COUNTY OF

Oakland

Notary, Please ensure you use your notarial stamp or seal.

Exhibit G

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14

NI

Honorable

CITY OF DETROIT, and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

14-009320-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK
7/18/2014 3:48:47 PM
CATHY M. GARRETT

SCOTT R. REIZEN (P 63724)
MELISSA A. PODE (P 76551)
The Reizen Law Group
Attorneys for the Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440 // 248/750-0790 fax
scott@reizenlaw.com

A civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint has been previously filed in the Wayne County Circuit Court. The action against this individual is no longer pending under docket number is 13-007308-NI and was assigned to the Honorable Patricia P. Presard.

COMPLAINT

NOW COMES PLAINTIFF, Clarence Haynes, by and through his attorneys, The Reizen Law Group, and for his Complaint against Defendants, City of Detroit and Kavtaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. Plaintiff, Clarence Haynes, is a resident of the City of Detroit, County of Wayne, and State of Michigan.
2. Defendant, City of Detroit, is a municipal corporation located in the County of Wayne, State of Michigan.

3. Defendant, Kavtaben Manishkumar Desai (Desai), is believed to be a resident of the City of Newport, County of Monroe, and State of Michigan.

4. The amount in controversy exceeds the sum of Twenty-Five Thousand (\$25,000) Dollars, exclusive of costs, interest and attorney fees.

COUNT I
OPERATOR NEGLIGENCE – DEFENDANT, KAVITABEN MANISHKUMAR
DESAI

5. Plaintiffs incorporate by reference paragraphs one through four of this Complaint as if specifically set forth herein, paragraph by paragraph, word for word.

6. On or about November 6, 2012, Plaintiff, Clarence Haynes, was a passenger on a bus on westbound Grand Boulevard at or near its intersection with Lawton Street, County of Wayne, when it was struck by the vehicle driven by Defendant Desai.

7. On that date and time, Defendant Desai was the owner operator of a Toyota Camry bearing Michigan license plate number CFZ1630, travelling westbound on Grand Boulevard at or near its intersection with Lawton Street when he failed to observe his surroundings in a careful and prudent manner, thereby striking Plaintiff's vehicle, causing the vehicles to collide with one another.

8. Defendants Desai's negligence regarding the collision has inflicted severe and permanent injuries upon Plaintiff, resulting in serious impairments of body functions and serious injuries and damages as alleged in this Complaint.

9. Defendant Desai had to obey the statutes and laws of the State of Michigan applicable to the operation of motor vehicles.

10. The sole, direct and proximate cause of the aforesaid accident was because Defendant Desai was operating his vehicle in a negligent, careless and reckless manner, contrary to the Motor Vehicle Act of the State of Michigan in one or more of the following ways:

- a) driving said motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of the rights and safety of others lawfully upon the highway, and Plaintiff in particular, in violation of MCL 257.626 and MCL 257.626(b);
- b) failing to maintain a proper lookout and otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to others and Plaintiff in particular, in violation of MCL 257.643;
- c) failing to make proper observations of the conditions of the highway and any other conditions then and there existing;
- d) failing to make proper observation of the traffic and conditions then and there existing in total disregard of the rights and safety of others and Plaintiff in particular in violation of MCL 257.647;
- e) driving said motor vehicle in a reckless and erratic manner in disregard of the rights and safety of others and Plaintiff in particular, which conduct and state of mind under the facts and circumstances amount to gross negligence in violation of MCL 257.626; and
- f) performing other acts of negligence not yet known to Plaintiff, but which will be ascertained during the course of discovery.

11. As a direct and proximate result of the acts and omissions of Desai's, constituting negligence, gross negligence and unlawful conduct, Plaintiff Clarence Haynes sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability and mental anguish, permanently, and such other and further injuries, including but not limited to:

- a) severely sprained ankle and lower back pain;
- b) economic damages past and future;
- c) pain and suffering, past and future, including, but not limited to:
 - 1. physical pain and suffering;
 - 2. mental anguish;

3. fright and shock;
 4. denial of social pleasure, enjoyment; and
 5. embarrassment, humiliation and mortification;
- d) loss of some or all enjoyment of life; and
- e) such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

12. None of the alleged negligent acts or omissions by Defendant Desai were intentional within the meaning of MCLA 500.3135(3)(a).

13. If it is discovered that Plaintiff was suffering from any medical conditions prior to this collision, then and in that event, Plaintiff claims that those conditions were precipitated, aggravated and/or accelerated by reason of the foregoing collision.

WHEREFORE, Plaintiff requests this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by him, plus interest, costs and attorney fees in pursuing this action.

COUNT II - NO-FAULT CLAIM
CITY OF DETROIT

14. Plaintiff incorporates by reference paragraphs one through four of the General Allegations and paragraphs five through 15 of Count I of this Complaint as if specifically set forth herein, paragraph by paragraph, word for word.

15. On or about November 6, 2012, Plaintiff was involved in an automobile accident and sustained accidental bodily injuries for which he had to spend money for medical care and treatment, medication, incurred expenses from others in lieu of those services he would have performed for the benefit of himself had he not been injured and transportation expenses.

16. As a provision of the policy of insurance issued by City of Detroit, Plaintiff became entitled to receive various benefits pursuant to the Michigan No-Fault Law.

17. Plaintiff gave the Defendant City of Detroit due notice, in writing, of said accident and requested payments under the Michigan No-Fault Law for medical expenses, lost wages and expenses incurred in obtaining ordinary and necessary services for Twenty (\$20) Dollars per day.

18. Plaintiff complied with and performed all of the terms and provisions of said policy of insurance upon his part to be so kept and performed.

19. Defendant City of Detroit has wholly neglected and unreasonably refused to pay for medical expenses, wage loss, household replacement services and other benefits provided under the Michigan No-Fault Law.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor and against Defendant, City of Detroit, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by him, plus interest, costs and attorney fees incurred in pursuing this action.

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorney for Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440//248/750-0790 fax
scott@reizenlaw.com

DATED: July 18, 2014

Exhibit H

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

* Sender: Please print your name, address, and ZIP+4® in this box*

The Reizen Law Group
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067

Reizen
360

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF DETROIT LAW DEPT.
OFFICE OF CORP COUNSEL
660 WOODWARD AVENUE
DETROIT, MI 48226

2. Article Number
(Transfer from service label)

7014 0510 0000 3733 1652

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x T. McCutchen

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

T. McCutchen

C. Date of Delivery

9/8/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail® ☐ Priority Mail Express™
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

Exhibit I

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

	X	
	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	
Debtor.	:	Hon. Steven W. Rhodes
	:	
	X	

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING EIGHTH
AMENDED PLAN FOR THE ADJUSTMENT OF DEBTS OF THE
CITY OF DETROIT AND (II) OCCURRENCE OF EFFECTIVE DATE**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan and Occurrence of the Effective Date.

On November 12, 2014, the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court") entered an order (Docket No. 8272) (the "Confirmation Order") confirming the Eighth Amended Plan for the Adjustment of Debts of the City of Detroit (as it may have been amended, supplemented or modified, the "Plan"), in the above-captioned chapter 9 case of the City of Detroit, Michigan (the "City"). The Effective Date of the Plan occurred on December 10, 2014. Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

2. Discharge of Claims.

a. Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan are in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date, including any interest accrued on Claims from and after the Petition Date. Except as provided in the Plan or in the Confirmation Order, as of the Effective Date, the City is discharged from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based on such debt was Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt was allowed pursuant to section 502 of the Bankruptcy Code or (iii) the Holder of a Claim based on such debt accepted the Plan.

b. In accordance with the foregoing, except as expressly provided otherwise in the Plan or the Confirmation Order, the Confirmation Order is a judicial determination, as of the Effective Date, of a discharge of all debts of the City, pursuant to sections 524(a)(1), 524(a)(2) and 944(b) of the Bankruptcy Code, and such discharge voids any judgment obtained against the City at any time, to the extent that such judgment relates to a discharged debt; provided that, in accordance with section

944(c)(1) of the Bankruptcy Code, such discharge does not apply to (i) debts specifically exempted from discharge under the Plan; (ii) debts held by an Entity that, before the Confirmation Date, had neither notice nor actual knowledge of the Chapter 9 Case; (iii) claims against officers or employees of the City in their individual capacity under 42 U.S.C. § 1983; or (iv) Claims of (A) T&T Management, Inc., (B) HRT Enterprises and (C) the John W. and Vivian M. Denis Trust related to condemnation or inverse condemnation actions against the City alleging that the City has taken private property without just compensation in violation of the Takings Clause of the Fifth Amendment to the United States Constitution.

3. Releases.

a. General Releases by Holders of Claims. Without limiting any other applicable provisions of, or releases contained in, the Plan or any contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, as of the Effective Date, in consideration for the obligations of the City under the Plan and the consideration and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan (including the State Contribution Agreement), each holder of a Claim that voted in favor of the Plan, to the fullest extent permissible under law, is deemed to forever release, waive and discharge (which release will be in addition to the release and discharge of Claims otherwise provided herein and under the Confirmation Order and the Bankruptcy Code):

i. all Liabilities in any way relating to the City, the Chapter 9 Case (including the authorization given to file the Chapter 9 Case), the Plan, the Exhibits or the Disclosure Statement, in each case that such holder has, had or may have against the City or its current and former officials, officers, directors, employees, managers, attorneys, advisors and professionals, each acting in such capacity (and, in addition to and without limiting the foregoing, in the case of any Emergency Manager, in such Emergency Manager's capacity as an appointee under PA 436); provided further, for the avoidance of doubt, that any person or entity designated to manage the Chapter 9 Case for the City after the Emergency Manager's term is terminated, whether such person or entity acts as an employee, advisor or contractor to the City or acts as an employee, agent, contractor or appointee of the State under any applicable state law, shall be treated the same as an employee of the City hereunder; and

ii. all Liabilities in any way relating to (A) Claims that are compromised, settled or discharged under or in connection with the Plan, (B) the Chapter 9 Case (including the authorization given to file the Chapter 9 Case), (C) the Plan, (D) the Exhibits, (E) the Disclosure Statement or (F) the DIA Settlement, in each case that such holder has, had or may have against the City's Related Entities, the State, the State Related Entities and the Released Parties; provided, however, that any such Liability of the Foundations, the DIA Funders and the CFSEM Supporting Organization and their Related Entities are released only to the extent that such Liability, if any, arises from any such entity's participation in the DIA Settlement;

provided, however, that the foregoing provisions shall not affect the liability of the City, its Related Entities and the Released Parties that otherwise would result from any act or omission to the extent that act or omission subsequently is determined in a Final Order to have constituted gross negligence or willful misconduct; provided, further, that nothing in Section III.D.7.a of the Plan shall release (i) the City's obligations under the Plan or (ii) any defenses that any party may have against the City, its Related Entities, the State, the State Related Entities or the Released Parties. Notwithstanding anything in the Plan or the Confirmation Order to the contrary, claims against officers or employees of the City in their individual capacity under 42 U.S.C. § 1983 shall not be released.

b. Release by Holders of Pension Claims. Without limiting any other applicable provisions of, or releases contained in, the Plan or any contracts, instruments, releases,

agreements or documents entered into or delivered in connection with the Plan, as of the Effective Date, in consideration for the obligations of the City under the Plan and the consideration and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan (including the State Contribution Agreement), if the State Contribution Agreement is consummated, each holder of a Pension Claim is deemed to forever release, waive and discharge all Liabilities arising from or related to the City, the Chapter 9 Case, including the authorization given to file the Chapter 9 Case, the Plan, all Exhibits, the Disclosure Statement, PA 436 and its predecessor or replacement statutes, and Article IX, Section 24 of the Michigan Constitution that such party has, had or may have against the State and any State Related Entities. For the avoidance of doubt, the Plan does not release, waive or discharge obligations of the City that are established in the Plan or that arise from and after the Effective Date with respect to (i) pensions as modified by the Plan or (ii) labor-related obligations. Such post-Effective Date obligations shall be enforceable against the City or its representatives by active or retired employees or their collective bargaining representatives to the extent permitted by applicable non-bankruptcy law or the Plan, or, with respect to pensions only, GRS or PFRS.

Notwithstanding Sections III.D.5-7 and IV.L of the Plan, except as set forth in the COP Swap Settlement, nothing in the Plan or the Confirmation Order shall or shall be deemed to provide a release by the COP Swap Counterparties of any Liabilities related to the COPs, the COP Service Corporations, the Transaction Documents (as defined in the COP Swap Settlement), the COP Swap Settlement or the COP Swap Settlement Approval Order. For the avoidance of doubt, notwithstanding Section III.D.6 of the Plan, a vote of DWSD Bond Claims or DWSD Revolving Bond Claims in favor of the Plan shall not, and shall not be deemed to, effect a release pursuant to Section III.D.7 of the Plan by a Holder of any such DWSD Bond Claims, a Holder of any such DWSD Revolving Bond Claims or the Bond Insurer insuring any such Claims of any Liabilities against the City or its Related Entities that do not arise in connection with the DWSD Bonds or the DWSD Revolving Bonds. For the further avoidance of doubt, notwithstanding anything in the Plan to the contrary, a vote of a Claim other than a DWSD Bond Claim or DWSD Revolving Bond Claim in favor of the Plan shall not, and shall not be deemed to, effect a release pursuant to Section III.D.7 of the Plan by a Holder of any such voted Claim or the Bond Insurer insuring such voted Claim of any Liabilities against the City or any other Entity arising in connection with the DWSD Bonds or DWSD Revolving Bonds.

4. Injunctions.

On the Effective Date, except as otherwise provided in the Plan or in the Confirmation Order:

a. All Entities that have been, are or may be holders of Claims against the City, Indirect 36th District Court Claims or Indirect Employee Indemnity Claims asserted against officers or employees of the City in their official capacity, along with their Related Entities, are permanently enjoined from taking any of the following actions against or affecting the City or its property, DIA Corp. or its property, the DIA Assets, the Released Parties or their respective property and the Related Entities of each of the foregoing, with respect to such claims (other than actions brought to enforce any rights or obligations under the Plan and appeals, if any, from the Confirmation Order): (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against or affecting the City or its property (including (A) all suits, actions and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice, (B) Indirect 36th District Court Claims and (C) Indirect Employee Indemnity Claims asserted against officers or employees of the City in their official capacity); (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order against the City or its property; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly,

any encumbrance of any kind against the City or its property; (iv) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due the City or its property; (v) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan or the settlements set forth therein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan; and (vi) taking any actions to interfere with the implementation or consummation of the Plan. Notwithstanding anything in the Plan or the Confirmation Order to the contrary, claims against officers or employees of the City in their individual capacity under 42 U.S.C. § 1983 are not enjoined. In addition, all individuals affected by the ASF Recoupment are enjoined from commencing any proceeding against the GRS and its trustees, officers, employees or professionals arising from the GRS's compliance with the Plan or the Confirmation Order.

b. All Entities that have held, currently hold or may hold any Liabilities released pursuant to the Plan are permanently enjoined from taking any of the following actions against the State, the State Related Entities, the officers, board of trustees/directors, attorneys, advisors and professionals of the RDPFFA or the DRCEA, and the Released Parties or any of their respective property on account of such released Liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any lien; (iv) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due the State, a State Related Entity, the officers, board of trustees/directors, attorneys, advisors and professionals of the RDPFFA or the DRCEA, or a Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Notwithstanding the foregoing and without limiting the injunctions in sub-paragraph 4(a) above, the Holders of Indirect 36th District Court Claims shall not be enjoined from taking any of the foregoing actions against the State or the State Related Entities with respect to Indirect 36th District Court Claims to the extent such Claims are not satisfied pursuant to the Plan.

5. Treatment of Executory Contracts and Unexpired Leases.

a. Assumption. Except for Executory Contracts and Unexpired Leases rejected in the Plan or by other court order, or as requested in any motion Filed by the City on or prior to the Effective Date, as of the Effective Date, pursuant to section 365 of the Bankruptcy Code, the City has been deemed to assume all Executory Contracts and Unexpired Leases to which it is a party. Notwithstanding the foregoing, Retirement System Indemnity Obligations have not been assumed under the Plan and have been discharged. For the avoidance of doubt, the City has assumed the Tunnel Lease pursuant to Section II.D.1 of the Plan.

b. Assumption of Ancillary Agreements. Each Executory Contract and Unexpired Lease assumed pursuant to Section II.D.1 of the Plan includes any modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such Executory Contract or Unexpired Lease, unless any such modification, amendment, supplement, restatement or other agreement is rejected pursuant to Section II.D.6 of the Plan or designated for rejection in accordance with Section II.D.3 of the Plan.

c. Approval of Assumptions and Assignments. The Confirmation Order constitutes an order of the Bankruptcy Court approving the assumption of Executory Contracts and Unexpired Leases pursuant to Sections II.D.1 and II.D.2 of the Plan (and any related assignment) as of the

Effective Date, except for Executory Contracts or Unexpired Leases that (a) have been rejected pursuant to a Final Order of the Bankruptcy Court, (b) are subject to a pending motion for reconsideration or appeal of an order authorizing the rejection of such Executory Contract or Unexpired Lease, (c) are subject to a motion to reject such Executory Contract or Unexpired Lease Filed on or prior to the Effective Date, (d) are rejected pursuant to Section II.D.6 of the Plan or (e) are designated for rejection in accordance with the last sentence of this paragraph. On November 21, 2014, in accordance with the Contract Procedures Order, the City filed with the Bankruptcy Court a non-exclusive list (Docket No. 8387) (the "Non-Exclusive Plan Assumption List") of Executory Contracts and Unexpired Leases to be assumed pursuant to the Plan. On December 5, 2014, the City filed a notice of amendment to the Non-Exclusive Plan Assumption List (Docket No. 8573). The City has provided separate notice to each party whose Executory Contract or Unexpired Lease is identified on the Non-Exclusive Plan Assumption List of: (a) the Executory Contract or Unexpired Lease being assumed; (b) the Cure Amount Claim, if any, that the City believes it would be obligated to pay in connection with such assumption; (c) any assignment of an Executory Contract or Unexpired Lease; and (d) the procedures for such party to object to the assumption of the applicable Executory Contract or Unexpired Lease, the amount of the proposed Cure Amount Claim or any assignment of an Executory Contract or Unexpired Lease are set forth in the Contract Procedures Order (Docket No. 6512). For Executory Contracts or Unexpired Leases assumed under the Plan but not identified in the Non-Exclusive Plan Assumption List, the counterparty to such an agreement must file any written objection, setting forth the basis for opposing assumption or assignment of the applicable agreement or the proposed Cure Amount Claim, no later than 20 days after the Effective Date of the Plan, i.e., December 30, 2014. If an objection to a proposed assumption, assumption and assignment or Cure Amount Claim is not resolved in favor of the City, the applicable Executory Contract or Unexpired Lease may be designated by the City for rejection, which shall be deemed effective as of the Effective Date.

d. Payments Related to the Assumption of Executory Contracts and Unexpired Leases. To the extent that such Claims constitute monetary defaults, the Cure Amount Claims associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, at the option of the City: (a) by payment of the Cure Amount Claim in Cash on the Effective Date or (b) on such other terms as are agreed to by the parties to such Executory Contract or Unexpired Lease. If there is a dispute regarding: (a) the amount of any Cure Amount Claim, (b) the ability of the City or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (c) any other matter pertaining to the assumption of such contract or lease, the payment of any Cure Amount Claim required by section 365(b)(1) of the Bankruptcy Code will be made within 30 days following the entry of a Final Order resolving the dispute and approving the assumption.

e. Contracts and Leases Entered Into After the Petition Date. Contracts, leases and other agreements entered into after the Petition Date by the City, including (a) any Executory Contracts or Unexpired Leases assumed by the City and (b) the collective bargaining agreements identified on Exhibit II.D.5 to the Plan, will be performed by the City in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts or Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

f. Rejection of Executory Contracts and Unexpired Leases. Each Executory Contract and Unexpired Lease that is listed on Exhibit II.D.6 to the Plan was deemed rejected as of the Effective Date pursuant to section 365 of the Bankruptcy Code. The Confirmation Order constitutes an order of the Bankruptcy Court approving such rejections, pursuant to section 365 of the Bankruptcy Code, as of the later of: (a) the Effective Date or (b) the resolution of any objection to the proposed rejection of an Executory Contract or Unexpired Lease. Each contract or lease listed on Exhibit II.D.6 to the Plan is rejected only to the extent that any such contract or lease constitutes an

Executory Contract or Unexpired Lease, Listing a contract or lease on Exhibit H.D.6 to the Plan does not constitute an admission by the City that such contract or lease is an Executory Contract or Unexpired Lease or that the City has any liability thereunder. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan shall be treated as Class 14 Claims (Other Unsecured Claims), subject to the provisions of section 502 of the Bankruptcy Code.

g. Rejection Damages Bar Date. Except as otherwise provided in a Final Order of the Bankruptcy Court approving the rejection of an Executory Contract or Unexpired Lease, Claims arising out of the rejection of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court and served upon counsel to the City on or before the later of: (a) 45 days after the Effective Date, i.e., January 26, 2015; or (b) 45 days after such Executory Contract or Unexpired Lease is rejected pursuant to a Final Order or designated for rejection in accordance with Section H.D.3 of the Plan. Any Claims not Filed within such applicable time periods will be forever barred from receiving a Distribution from, and shall not be enforceable against, the City. Proof of claim forms and instructions for filing claims can be found at the City's restructuring website, <https://www.kccile.net/detroit>.

h. Preexisting Obligations to the City Under Rejected Executory Contracts and Unexpired Leases. Pursuant to section 365(g) of the Bankruptcy Code, rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall constitute a breach of such contract or lease and not a termination thereof, and all obligations owing to the City under such contract or lease as of the date of such breach shall remain owing to the City upon rejection. Notwithstanding any applicable non-bankruptcy law to the contrary, the City expressly reserves and does not waive any right to receive, or any continuing obligation of a non-City party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the City from non-City parties to rejected Executory Contracts or Unexpired Leases, and any such rights shall remain vested in the City as of the Effective Date.

i. Insurance Policies. From and after the Effective Date, each of the City's insurance policies (other than welfare benefits insurance policies) in existence as of or prior to the Effective Date are reinstated and continue in full force and effect in accordance with their terms and, to the extent applicable, are deemed assumed by the City pursuant to section 365 of the Bankruptcy Code and Section H.D.1 of the Plan. Nothing contained in the Plan shall constitute or be deemed a waiver of any Causes of Action that the City may hold against any Entity, including any insurer under any of the City's insurance policies. For the avoidance of doubt, nothing contained in Section H.D.9 of the Plan shall apply to reinstate or continue any obligation of the City or any fund thereof to any Bond Insurer.

6. Payment of Administrative Claims.

a. Administrative Claims in General. Except as specified in Section H.A.1 of the Plan, and subject to the bar date provisions therein, unless otherwise agreed by the Holder of an Administrative Claim and the City, or ordered by the Bankruptcy Court, each Holder of an Allowed Administrative Claim will receive, in full satisfaction of such Allowed Administrative Claim, Cash in an amount equal to such Allowed Administrative Claim either: (1) on the Effective Date or as soon as reasonably practicable thereafter; or (2) if the Administrative Claim is not Allowed as of the Effective Date, 30 days after the date on which such Administrative Claim becomes an Allowed Claim. No Claim of any official or unofficial creditors' committee or any member thereof for professionals' fees or other costs and expenses incurred by such creditors' committee or by a member of such creditors' committee shall constitute an Allowed Administrative Claim, except that the Retiree Committee's members and the Retiree Committee Professionals shall be entitled to payment in accordance with the Fee Review Order and any additional fee process established by the Court.

7. **Bar Dates for Administrative Claims.**

a. **General Bar Date Provisions.** Except as otherwise provided in subparagraphs 7(b) or 7(c) below or in a Bar Date Order or other order of the Bankruptcy Court, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the City no later than 45 days after the Effective Date, *i.e.*, January 26, 2015. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims and that do not File and serve such a request by the applicable Bar Date will be forever barred from asserting such Administrative Claims against the City or its property, and such Administrative Claims will be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the City and the requesting party by the later of (i) 150 days after the Effective Date, *i.e.*, May 11, 2015, (ii) 60 days after the Filing of the applicable request for payment of Administrative Claims or (iii) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Administrative Claims.

b. **Ordinary Course Claims.** Holders of Claims based on Liabilities incurred by the City after the Petition Date in the ordinary course of its operations are not required to File or serve any request for payment or application for allowance of such Claims. Such Claims will be paid by the City, pursuant to the terms and conditions of the particular transaction giving rise to such Claims, without further action by the Holders of such Claims or further action or approval of the Bankruptcy Court.

c. **Claims Under the Postpetition Financing Agreement.** Holders of Administrative Claims that are Postpetition Financing Claims are not required to File or serve any request for payment or application for allowance of such Claims. Such Administrative Claims will be satisfied as set forth in subparagraph 7(b) above.

d. **No Modification of Bar Date Order.** The Plan does not modify any other Bar Date Order, including Bar Dates for Claims entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.

8. **ASF Recoupment Cash Option.**

a. **ASF Recoupment Cash Option Election.** No later than seven days following the Effective Date, *i.e.*, December 17, 2014, the City, through its Claims and Balloting Agent, will send the ASF Election Notice and the ASF Election Form by first-class U.S. mail to each ASF Distribution Recipient. The ASF Election Notice will notify ASF Distribution Recipients that each ASF Distribution Recipient may elect to pay the total amount of his or her ASF Recoupment in a single lump sum by timely returning a properly-completed ASF Election Form. The ASF Election Form will explain that the amount of the ASF Recoupment Cash Payment shall be equal to the total amount of ASF Recoupment shown on the ASF Distribution Recipient's Ballot, unless the aggregate amount of ASF Recoupment for all ASF Distribution Recipients electing the ASF Recoupment Cash Option exceeds \$30,000,000, in which case (i) the ASF Recoupment Cash Payment will be the ASF Distribution Recipient's Pro Rata portion of \$30,000,000, and (ii) the remaining portion of the ASF Distribution Recipient's ASF Recoupment will be annuitized and deducted from the ASF Distribution Recipient's monthly pension check, as provided for in Section II.B.3.r.ii.D.2.i of the Plan. *An ASF Distribution Recipient must return his or her ASF Election Form to the Claims and Balloting Agent so that it is actually received by the Claims and Balloting Agent by the ASF Election Date, i.e., 35 days after the date on which the ASF Election Form is mailed.*

b. **ASF Recoupment Cash Payment.** GRS will mail the ASF Final Cash Payment Notice no later than 14 days after the ASF Election Date. The ASF Final Cash Payment Notice

is a notice that will be sent to each ASF Distribution Recipient who timely elects the ASF Recoupment Cash Option, and will indicate the amount of such ASF Distribution Recipient's ASF Recoupment Cash Payment. *ASF Distribution Recipients shall have until the ASF Final Cash Payment Date – i.e., the later of (i) 90 days after the Effective Date, i.e., March 10, 2015 or (ii) 30 days after the date of mailing of an ASF Final Cash Payment Notice – to make the ASF Recoupment Cash Payment, which payment must be made by cashier's check or wire transfer and may not be made by personal check. If an ASF Distribution Recipient's ASF Recoupment Cash Payment is not received by the ASF Final Cash Payment Date, GRS will notify the ASF Distribution Recipient of the failure to timely pay, and ASF Recoupment will be effected through diminution of such recipient's monthly pension check, as provided for in Section H.B.3.r.ii.D.2.i of the Plan.* The calculation of each electing ASF Distribution Recipient's ASF Recoupment Cash Payment shall not be adjusted under any circumstances, including as a result of default by any other electing ASF Distribution Recipient to remit his or her ASF Recoupment Cash Payment by the ASF Final Cash Payment Date.

9. **Copies of the Plan and Confirmation Order.** Copies of the Plan, Confirmation Order and all other documents Filed in the Chapter 9 Case may be obtained, free of charge, from the City's restructuring website at <https://www.kecllc.net/detroit> or from Kurtzman Carson Consultants LLC by calling (877) 298-6236 (toll-free).

BY ORDER OF THE COURT

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Heather Lennox (OH 0059649)
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Royal Oak MI 48067

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 009320 NI
Honorable Patricia Fresard

CITY OF DETROIT and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

14-009320-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK

4/22/2015 2:49:22 PM

CATHY M. GARRETT

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NOTICE OF HEARING

PLEASE TAKE NOTICE that on Friday, May 1, 2015, at 9:00 a.m., Plaintiff's Motion to Lift Bankruptcy Stay will be brought for hearing before the Honorable Patricia Fresard in her courtroom at the Wayne County Circuit Court, or as soon thereafter as counsel may be heard.

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorney for Plaintiff
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scott@reizenlaw.com

DATED: April 22, 2015

EXHIBIT 6G – MOTION TO SET ASIDE CASE EVALUATION

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES

Plaintiff,

v

Case No.14-009320 NI

Hon. Patricia P. Fresard

CITY OF DETROIT and
KAVITABEN MANISHKUMAR DESAI,
Defendants,

14-009320-NI

FILED IN MY OFFICE
WAYNE COUNTY CLERK

6/1/2015 8:53:39 AM

CATHY M. GARRETT

SCOTT R. REIZEN (P-63724)
MELISSA A. PODEN(P-76551)

Attorneys For Plaintiff

333 W. 7th St., Ste. 360

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(248) 350-3700

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mellisa@reizenlaw.com

CALVERT BAILEY (P-42409)

Attorney for Defendant City

2 Woodward Ave., Ste. 500

Detroit, Michigan 48226

(313) 237-3004

bailc@detroitmi.gov

DEFENDANT CITY OF DETROIT'S MOTION TO SET ASIDE CASE EVALUATION

NOW COME Defendant City of Detroit, by and through its undersigned attorney and moves this Honorable Court for an Order To Set Aside Case Evaluation and in support of states the following:

1. That Plaintiff filed a Complaint against Defendant City on July 18, 2015.
2. That Plaintiff seeks damages for first-party No-Fault Benefits against Defendant City.
3. That Defendant City of Detroit filed a Notice of Suggestion of Pendency of

Bankruptcy Case and Application of the Automatic Stay on October 3, 2014, (See attached).

5. That the case against Defendant City was administratively closed by Application of the Automatic Stay.

6. That the case proceeded against Defendant Desai.

7. That Plaintiff filed a Motion To Lift Bankruptcy Stay.

8. That this Court did not rule on Plaintiff's Motion.

9. That Defendant Desai was dismissed from the case on April 24, 2014.

10. That Plaintiff proceeded to Case Evaluation against Defendant City on May 5, 2015 even though the case had not been reopened as to Defendant City.

11. That Plaintiff received a case evaluation award against Defendant City even though Defendant City has not participated in the case due to the bankruptcy stay.

12. That the award against Defendant City is improper and should be set aside.

13. That Plaintiff's concurrence was sought on May 28, 2015 and was denied.

WHEREFORE, Defendant City of Detroit respectfully request this Honorable Court grant their Motion To Set Aside Case Evaluation Award rule on Plaintiff's Motion To Lift Bankruptcy Stay.

Respectfully Submitted,

/s/ Calvert Bailey
CALVERT BAILEY (P-42409)
Attorney for Defendant City
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-3004

Dated: May 28, 2015

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES

Plaintiff,

v

Case No.13-007308 NI
Hon. Patricia P. Fresard

CITY OF DETROIT,
Defendant

SCOTT R. REIZEN (P-63724)
MELISSA A. PODEN(P-76551)
Attorneys For Plaintiff
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2 Woodward Ave., Ste. 500
Detroit, Michigan 48226
(313) 237-3004
bailc@detroitmi.gov

MEMORANDUM OF AUTHORITIES

NOW COMES, Defendant City of Detroit, by and through its undersigned attorney and in support of its Motion To Set Aside Case Evaluation relies upon the attached Notice of Suggestion of Pendency Of Bankruptcy Case And Application of Automatic Stay.

WHEREFORE, Defendant City of Detroit respectfully request this Honorable Court grant their Motion To Set Aside Case Evaluation Award rule on Plaintiff's Motion To Lift

Bankruptcy Stay.

Respectfully Submitted,

/s/ Calvert Bailey

CALVERT BAILEY (P-42409)

Attorney for Defendant City

2 Woodward Ave., Ste. 500

Detroit, MI 48226

(313) 237-3004

Dated: May 28, 2015

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES

Plaintiff,

v

CITY OF DETROIT,
Defendant

Case No.14-009320 NI
Hon. Patricia P. Fresard

14-009320-NI

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WAYNE COUNTY CLERK
10/3/2014 3:38:39 PM
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**NOTICE OF SUGGESTION OF PENDENCY OF
BANKRUPTCY CASE AND APPLICATION OF THE AUTOMATIC STAY**

PLEASE TAKE NOTICE THAT, on July 18, 2013 (the "Petition Date"), the City of Detroit, Michigan (the "City") filed a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code"). The City's bankruptcy case is captioned *In re City of Detroit, Michigan*, Case No. 13-53846, (Bankr. E.D. Mich.) (the "Chapter 9 Case"), and is pending in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). A copy of the voluntary petition filed with the Bankruptcy Court commencing the Chapter 9 Case is attached hereto as Exhibit A.

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PLEASE TAKE FURTHER NOTICE THAT, in accordance with the automatic stay imposed by operation of sections 362 and 922 of the Bankruptcy Code (the "Stay"), from and after the Petition Date, no act to (i) exercise control over property of the City or (ii) collect, assess or recover a claim against the City that arose before the commencement of the Chapter 9 Case may be commenced or continued against the City without the Bankruptcy Court first issuing an order lifting or modifying the Stay for such specific purpose.

PLEASE TAKE FURTHER NOTICE THAT, in accordance with the Stay, from and after the Petition Date, no cause of action arising prior to, or relating to the period prior to, the Petition Date may be commenced or continued against (i) the City, in any judicial, administrative or other action or proceeding, or (ii) an officer or inhabitant of the City, in any judicial, administrative or other action or proceeding that seeks to enforce a claim against the City, and no related judgment or order may be entered or enforced against the City outside of the Bankruptcy Court without the Bankruptcy Court first issuing an order lifting or modifying the Stay for such specific purpose.

PLEASE TAKE FURTHER NOTICE THAT actions taken in violation of the Stay, and judgments or orders entered or enforced against the City, or its officers or inhabitants to enforce a claim against the City, while the Stay is in effect, are void and without effect.

PLEASE TAKE FURTHER NOTICE THAT neither the Bankruptcy Court nor the United States District Court for the Eastern District of Michigan has issued an order lifting or modifying the Stay for the specific purpose of allowing any party to the above-captioned proceeding to commence or continue any cause of action against the City or its officers or inhabitants. As such, the above-captioned proceeding may not be prosecuted, and no valid

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judgment or order may be entered or enforced against the City or its officers or inhabitants.

PLEASE TAKE FURTHER NOTICE THAT, in light of the foregoing, the City will not defend against, or take any other action with respect to, the above-captioned proceeding while the Stay remains in effect.

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PLEASE TAKE FURTHER NOTICE THAT the City hereby expressly reserves all rights with respect to the above-captioned proceeding, including, but not limited to, the right to move to vacate any judgment entered in the above-captioned proceeding as void.

Respectfully submitted,

/s/ Calvert Bailey

CALVERT BAILEY (P-42409)
Attorney for Defendant City of Detroit
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-3004

Dated: October 3, 2014

An e-File Certificate of Service

On October 2, 2014 I certify that a copy of Notice of Suggestion was e-filed to the attorney of record via the Odyssey Electronic Court e-Filing System, which notifies the attorney of same via e-mail a notification of the court accepted e-filed document.

The statement above is true to the best of my knowledge, information and belief.

/s/ Joanne Robinson

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

CLARENCE HAYNES

Plaintiff,

Hon. Patricia P. Fresard

Case No. 14-009320-NI

vs.

14-009320-NI

**CITY OF DETROIT and
KAVITABEN MASNISHKUMAR DESAI,**

Defendants.

FILED IN MY OFFICE
WAYNE COUNTY CLERK
6/1/2015 8:53:39 AM
CATHY M. GARRETT

SCOTT R. REIZEN (P-63724)
MELISSA A. PODE (P-76551)
Attorneys for Plaintiff
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CALVERT BAILEY (P-42409)
CITY OF DETROIT LAW DEPARTMENT
Attorney for Defendant City of Detroit
2 Woodward Ave. Ste. 500
Detroit, MI 48226
bailc@detroitmi.gov

AN EFILE CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the Defendant City of Detroit's Motion to Set Aside Case Evaluation and this Proof of Service was served on the attorney(s) of record of all parties to the above cause via Odyssey Electronic Court E-Filing System, which notifies the attorney of the same via e-mail a notification of the court accepted e-filed document and mailing same to them at their respective addresses as disclosed by the pleading of record herein, with postage fully prepaid thereon May 28, 2015.

The statement above is true to the best of my knowledge, information and belief.

/s/ Alondra L. Myles



Third Judicial Circuit of Michigan

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Electronic Praeipe

STEP 4: Verify and Submit

Title: Haynes, Clarence v City of Detroit

Case Number: 14-009320-NI

Judge: Patricia Perez Fresard

Attorney: Calvert A. Bailey

Email Address: bailec@detroitmi.gov

Motion Date: 6/12/2015

Motion Time: 9:00 AM

Motion Title: Motion to Set Aside Case Evaluation

Moving Party: Calvert Bailey

Phone Number: (313) 237-3004

I certify that I have had personal contact with Plaintiff via e-mail on 6/1/2015 regarding concurrence in the relief sought in this motion and that concurrence has been denied or that I have made responsible and diligent attempts to contact counsel requesting concurrence with motion.

Adjournment Request



STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

CLARENCE HAYNES

Plaintiff,

Hon. Patricia P. Fresard

Case No. 14-009320-NI

vs.

14-009320-NI

**CITY OF DETROIT and
KAVITABEN MASNISHKUMAR DESAI,**

Defendants.

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WAYNE COUNTY CLERK
6/1/2015 11:54:30 AM
CATHY M. GARRETT

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CALVERT BAILEY (P-42409)
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bailc@detroitmi.gov

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing on **Plaintiff's Motion To Set Aside Case Evaluation** will be scheduled for hearing by the undersigned in the Circuit Court before the Honorable Patricia P. Fresard, Court Room 1707 of the Coleman A. Young Municipal Center in Detroit, MI 48226, on Friday, June 12, 2015 at 9:00 a.m.

/s/ Calvert Bailey

Calvert Bailey
Attorney for City of Detroit

**STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT**

CLARENCE HAYNES

Plaintiff,

Hon. Patricia P. Fresard

Case No. 14-009320-NI

VS.

**CITY OF DETROIT and
KAVITABEN MASNISHKUMAR DESAI,**

Defendants.

SCOTT R. REIZEN (P-63724)
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Attorneys for Plaintiff
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CALVERT BAILEY (P-42409)
CITY OF DETROIT LAW DEPARTMENT
Attorney for Defendant City of Detroit
2 Woodward Ave. Ste. 500
Detroit, MI 48226
bailc@detroitmi.gov

PROOF OF SERVICE

The undersigned certifies that a copy of the Notice of Hearing and this Proof of Service was served on the attorney(s) of record of all parties to the above cause by mailing same to them at their respective addresses as disclosed by the pleading of record herein, with postage fully prepaid thereon June 1, 2015.

The statement above is true to the best of my knowledge, information and belief.

/s/ Alondra L. Myles

**EXHIBIT 6H – PLAINTIFF’S RESPONSE TO MOTION TO SET ASIDE CASE
EVALUATION**

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 009320 NI
Honorable Patricia Fresard

CITY OF DETROIT and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

14-009320-NI

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WAYNE COUNTY CLERK
6/8/2015 10:47:03 AM
CATHY M. GARRETT

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MELISSA A. PODE (P 76551)
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tcharblaw@gmail.com

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**PLAINTIFF'S RESPONSE TO DEFENDANT, CITY OF DETROIT'S, MOTION TO SET
ASIDE CASE EVALUATION**

NOW COMES Plaintiff, Clarence Haynes, by and through his attorneys, The Reizen Law Group, and for Plaintiff's Response to Defendant, City of Detroit's, Motion to Set Aside Case Evaluation, states as follows:

1. Admitted
2. Admitted

3. Admitted
4. Defendant did not have a paragraph 4; therefore, no response necessary.
5. Denied. The Application of the Automatic Stay applied to debts incurred prior to the Petition Date of July 18, 2013. Plaintiff's No-Fault claims that are the subject of the present litigation were incurred after July 18, 2013. See Plaintiff's First Amended Complaint attached as Exhibit A.
6. Admitted.
7. Admitted to the extent that Plaintiff filed a Motion to Lift the Bankruptcy Stay in an effort to demonstrate to Defendant, City of Detroit, that no stay had been placed on the proceedings. Defendant, City of Detroit, failed to participate in the litigation process. At each stage Plaintiff's counsel was informed that Defendant, City of Detroit, would not be appearing as the case was stayed.
8. Denied. This Honorable Court dismissed Plaintiff's Motion as there was no Stay to be lifted.
9. Admitted.
10. Admitted that Case Evaluation proceeded on May 5, 2015. Denied that the case had not been reopened as the case was never closed or stayed.
11. Admitted that Plaintiff received a Case Evaluation Award. Denied that there was a Stay of Proceedings. Plaintiff is not responsible to manage both Plaintiff's and Defendant's case. Defendant has failed to participate in litigation despite Plaintiff's counsel adamantly denying any Stay throughout the proceedings.
12. Denied. Defendant had every opportunity to appear. Plaintiff's counsel waited over an hour past the scheduled time for Case Evaluation before having an award entered.

Furthermore, another Counsel from The City of Detroit Legal Department was present for the Case Evaluation. Therefore, Defendant was afforded the opportunity to have Counsel present.

13. Plaintiff will not concur as the relief sought is improper.

WHEREFORE, Plaintiff respectfully request that this Honorable Court Deny Defendant's Motion with prejudice.

Respectfully Submitted,

THE REIZEN LAW GROUP

/s/ Melissa A. Pode

SCOTT R. REIZEN (P 63724)

MELISSA A. PODE (P76551)

Attorneys for Plaintiff

333 W. Seventh Street, Suite 360

Royal Oak, MI 48067

248/554-3440//248/750-0790 fax

melissa@reizenlaw.com

DATED: June 8, 2015

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 009320 NI
Honorable Patricia Fresard

CITY OF DETROIT and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

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tcharblaw@gmail.com

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City of Detroit Law Department
Attorney for Defendant City of Detroit
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Detroit, MI 48226
313/237-3004 // 313/224-5505 fax
bailc@detroitmi.gov

BRIEF IN OPPOSITION

The present lawsuit is for No Fault benefits incurred after July 18, 2013 and arising out of a motor vehicle accident on November 6, 2012 accident. Plaintiff filed a previous lawsuit against Defendant, City of Detroit, and was assigned the case number 13-007308-NI. **Exhibit B.** The prior case included No-Fault Benefits incurred prior to the July 18, 2013 the proceedings were administratively closed on September 6, 2013 due and the claims submitted to the Bankruptcy Court. **Exhibit C Register of Action.** On July 18, 2014 Plaintiff filed a subsequent lawsuit against

Defendant, City of Detroit, for No-Fault benefits that were not a part of the Bankruptcy Proceedings as the benefits accrued after July 18, 2013. The case was assigned the case number 14-009320-NI. **Exhibit D.** Due to a clerical error, Plaintiff did not include in his complaint the language that would reflect that claims included only benefits accrued after July 18, 2013 (the Bankruptcy Petition Date). On or about December 3, 2014, the Parties agreed by stipulation to allow Plaintiff to amend his complaint. **Exhibit E.** On December 3, 2014 Plaintiff filed an amended Complaint alleging outstanding No-Fault Benefits against Defendant, City of Detroit, "accrued after July 18, 2013." See **Exhibit A paragraph 18.**

Defendant has failed to participate in the litigation process. Defendant Desai noticed the deposition of Plaintiff for February 23, 2015. Plaintiff's counsel's office called Defendant, City of Detroit's, counsel on the date of the deposition and was informed that Defendant did not intend to be present as there was a stay on the proceeding. Plaintiff's counsel's office stated that the case was not stayed and that the deposition would go forward. Defendant, City of Detroit, continued to insist there was a stay of proceedings so on April 22, 2015 Plaintiff filed a Motion to Lift Bankruptcy Stay. Plaintiff's motion was dismissed by the Court as there was no Stay to lift. Defendant still insisted that the case had been stayed.

Case Evaluation was set for May 5, 2015. Defendant did not file a summary. Plaintiff appeared on the date of Case Evaluation and called Defendant's counsel to obtain status of his appearance to no avail. Plaintiff's counsel waited over an hour for Defendant's counsel to return a call. Thankfully, Plaintiff had another case with the City of Detroit set for Case Evaluation on the same date. The attorney representing the City of Detroit in that matter agreed to appear on behalf to the City of Detroit in the present matter.

Defendant, City of Detroit, no seeks to have the Case Evaluation set aside. Defendant admits in its own motion that it has not participated in the case. (See Paragraph 11 of Defendant's Motion). Defendant argues that the case has been stayed; however, the case against the City of Detroit was never stayed in this matter. **Exhibit F.** It is not Plaintiff's counsel's job to manage Defendant's case. Defendant has been served with the Pleadings in this matter and at no time did this Honorable Court enter a Stay. **Exhibit F.**

Defendant has not cited any legal authority for its position. The Case Evaluation Award in this matter was not improper as the case was not stayed.

WHEREFORE, Plaintiff respectfully request that this Honorable Court Deny Defendant's Motion with prejudice.

Respectfully Submitted,

THE REIZEN LAW GROUP

/s/ Melissa A. Pode

SCOTT R. REIZEN (P 63724)

MELISSA A. PODE (P76551)

Attorneys for Plaintiff

333 W. Seventh Street, Suite 360

Royal Oak, MI 48067

248/554-3440//248/750-0790 fax

melissa@reizenlaw.com

DATED: June 8, 2015

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing document(s) was/were served upon all parties to the above cause of action by way of the Court's efilng system on June 8, 2015.

/s/ Melissa A. Pode

Melissa A. Pode

EXHIBIT A

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 009320 NI
Honorable Patricia Fresard

CITY OF DETROIT and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

SCOTT R. REIZEN (P 63724)
MELISSA A. PODE (P 76551)
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248/554-3440 // 248/750-0790 fax
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Sills, Charboneau & Barnett, P.C.
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Attorney for Defendant City of Detroit
2 Woodward Avenue, Suite 500
Detroit, MI 48226
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bailc@detroitmi.gov

A civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint has been previously filed in the Wayne County Circuit Court. The action against this individual is no longer pending under docket number is 13-007308-NI and was assigned to the Honorable Patricia P. Fresard.

FIRST AMENDED COMPLAINT

NOW COMES PLAINTIFF, Clarence Haynes, by and through his attorneys, The Reizen Law Group, and for his First Amended Complaint against Defendants, City of Detroit and Kavtaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. Plaintiff, Clarence Haynes, is a resident of the City of Detroit, County of Wayne, and State of Michigan.
2. Defendant, City of Detroit, is a municipal corporation located in the County of Wayne, State of Michigan.
3. Defendant, Kavtaben Manishkumar Desai (Desai), is believed to be a resident of the City of Newport, County of Monroe, and State of Michigan.
4. The amount in controversy exceeds the sum of Twenty-Five Thousand (\$25,000) Dollars, exclusive of costs, interest and attorney fees.

COUNT I **OPERATOR NEGLIGENCE – DEFENDANT, KAVITABEN MANISHKUMAR** **DESAI**

5. Plaintiffs incorporate by reference paragraphs one through four of this Complaint as if specifically set forth herein, paragraph by paragraph, word for word.
6. On or about November 6, 2012, Plaintiff, Clarence Haynes, was a passenger on a bus on westbound Grand Boulevard at or near its intersection with Lawton Street, County of Wayne, when it was struck by the vehicle driven by Defendant Desai.
7. On that date and time, Defendant Desai was the owner operator of a Toyota Camry bearing Michigan license plate number CFZ1630, travelling westbound on Grand Boulevard at or near its intersection with Lawton Street when he failed to observe his surroundings in a careful and prudent manner, thereby striking Plaintiff's vehicle, causing the vehicles to collide with one another.

8. Defendants Desai's negligence regarding the collision has inflicted severe and permanent injuries upon Plaintiff, resulting in serious impairments of body functions and serious injuries and damages as alleged in this Complaint.

9. Defendant Desai had to obey the statutes and laws of the State of Michigan applicable to the operation of motor vehicles.

10. The sole, direct and proximate cause of the aforesaid accident was because Defendant Desai was operating his vehicle in a negligent, careless and reckless manner, contrary to the Motor Vehicle Act of the State of Michigan in one or more of the following ways:

- a) driving said motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of the rights and safety of others lawfully upon the highway, and Plaintiff in particular, in violation of MCL 257.626 and MCL 257.626(b);
- b) failing to maintain a proper lookout and otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to others and Plaintiff in particular, in violation of MCL 257.643;
- c) failing to make proper observations of the conditions of the highway and any other conditions then and there existing;
- d) failing to make proper observation of the traffic and conditions then and there existing in total disregard of the rights and safety of others and Plaintiff in particular in violation of MCL 257.647;
- e) driving said motor vehicle in a reckless and erratic manner in disregard of the rights and safety of others and Plaintiff in particular, which conduct and state of mind under the facts and circumstances amount to gross negligence in violation of MCL 257.626; and
- f) performing other acts of negligence not yet known to Plaintiff, but which will be ascertained during the course of discovery.

11. As a direct and proximate result of the acts and omissions of Desai's, constituting negligence, gross negligence and unlawful conduct, Plaintiff Clarence Haynes sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability and mental anguish, permanently, and such other and further injuries, including but not limited to:

- a) severely sprained ankle and lower back pain;
- b) economic damages past and future;
- c) pain and suffering, past and future, including, but not limited to:
 - 1. physical pain and suffering;
 - 2. mental anguish;
 - 3. fright and shock;
 - 4. denial of social pleasure, enjoyment; and
 - 5. embarrassment, humiliation and mortification;
- d) loss of some or all enjoyment of life; and
- e) such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

12. None of the alleged negligent acts or omissions by Defendant Desai were intentional within the meaning of MCLA 500.3135(3)(a).

13. If it is discovered that Plaintiff was suffering from any medical conditions prior to this collision, then and in that event, Plaintiff claims that those conditions were precipitated, aggravated and/or accelerated by reason of the foregoing collision.

WHEREFORE, Plaintiff requests this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by him, plus interest, costs and attorney fees in pursuing this action.

COUNT II - NO-FAULT CLAIM
CITY OF DETROIT

14. Plaintiff incorporates by reference paragraphs one through four of the General Allegations and paragraphs five through 15 of Count I of this Complaint as if specifically set forth herein, paragraph by paragraph, word for word.

15. On or about November 6, 2012, Plaintiff was involved in an automobile accident and sustained accidental bodily injuries for which he had to spend money for medical care and treatment, medication, incurred expenses from others in lieu of those services he would have performed for the benefit of himself had he not been injured and transportation expenses.

16. As a provision of the policy of insurance issued by City of Detroit, Plaintiff became entitled to receive various benefits pursuant to the Michigan No-Fault Law.

17. Plaintiff gave the Defendant City of Detroit due notice, in writing, of said accident and requested payments under the Michigan No-Fault Law for medical expenses, lost wages and expenses incurred in obtaining ordinary and necessary services for Twenty (\$20) Dollars per day.

18. Plaintiff is seeking benefits accrued after July 18, 2013.

19. Plaintiff complied with and performed all of the terms and provisions of said policy of insurance upon his part to be so kept and performed.

20. Defendant City of Detroit has wholly neglected and unreasonably refused to pay for medical expenses, wage loss, household replacement services and other benefits provided under the Michigan No-Fault Law.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor and against Defendant, City of Detroit, in an amount determined to be fair, just and adequate

compensation for the injuries and damages sustained by him, plus interest, costs and attorney fees incurred in pursuing this action.

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorney for Plaintiff
333 W. Seventh Street, Suite 360
Royal Oak, MI 48067
248/554-3440//248/750-0790 fax
scott@reizenlaw.com

DATED: December 3, 2014

EXHIBIT B

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

Case No: 13- -NI
Hon:

v

CITY OF DETROIT, a municipal
corporation, and KAVITABEN MANISHKUMAR
DESAI, an individual,

Defendants.

SCOTT R. REIZEN (P63724)
THE REIZEN LAW GROUP
Attorney for Plaintiff
333 W. 7th St, Suite 360
Royal Oak, MI 48067
(248) 554-3440/Fax: (248) 750-0790
scott@reizenlaw.com

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court; nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge; nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a Judge in this Court.

/s/ Scott R. Reizen
SCOTT R. REIZEN P63724

COMPLAINT

NOW COMES the Plaintiff, Clarence Haynes, by and through his attorney, Scott R. Reizen of The Reizen Law Group, and for his Complaint against Defendants, City of Detroit and Kavtaben Manishkumar Desai, states as follows:

GENERAL ALLEGATIONS

1. The Plaintiff is a resident of the City of Detroit, County of Wayne, and State of

Michigan.

2. The Defendant, City of Detroit, is a municipal corporation located in the County of Wayne and State of Michigan.

3. The Defendant, Kavitaaben Manishkumar Desai (hereafter known as "Desai"), is a resident of the City of Newport, County of Monroe, State of Michigan.

4. The amount in controversy is in excess of Twenty-Five Thousand (\$25,000.00) dollars, exclusive of costs, interest and attorney fees.

5. That on November 6, 2012, Plaintiff was a passenger owned and operated by the City of Detroit. The bus was traveling in the City of Detroit, County of Wayne, and State of Michigan, headed westbound on W. Grand Blvd., near its intersection with Lawton St., when Defendant, Desai, made an improper right turn in front of the bus causing the bus to collide with Defendant Desai's vehicle.

6. On that date and at that time, Defendant Desai, failed to observe his surroundings in a careful and prudent manner, causing his vehicle to collide with another.

7. Defendant, Desai's, contributory negligence regarding the referenced collision has inflicted upon Plaintiff severe and permanent injuries, serious impairment of body functions and serious injury and damages as alleged in this Complaint.

COUNT I
OPERATOR NEGLIGENCE - DEFENDANT DESAI

8. Plaintiffs incorporate by reference Paragraphs 1-7, as though fully set forth herein.

9. Defendant, Desai, was under a duty to obey the Statutes of the State of Michigan applicable to the operation of motor vehicles.

10. Despite that duty, Defendant, Desai, breached it in the following manner:

- a. in driving a motor vehicle upon the highway in a careless, negligent, reckless and wanton manner in total disregard of

- the rights and safety of others lawfully upon the highway, in violation of MCL 257.626 and MCL 257.626(b);
- b. in failing to maintain a proper lookout and in otherwise negligently operating a motor vehicle upon the highway so as to cause a collision, injury and harm to the Plaintiff in violation of MCL 257.643;
- c. in driving a motor vehicle upon the highway at a rate of speed greater than would permit it to be stopped within the assured clear distance ahead in violation of MCL 257.627;
- d. in failing to make proper observations of the conditions of the highway and any others conditions then and there existing;
- e. in failing to apply her brakes to try to avoid the collision; in driving a motor vehicle in a reckless and erratic manner, in total disregard of the rights and safety of others, which conduct and state of mind under the facts and circumstances amounted to gross negligence, in violation of MCL 257.626;
- f. in delaying attempted activation of audible and visual emergency equipment until actually entering a controlled intersection and without slowing down as necessary for safe operation in violation of MCL 257.603;
- g. in performing other acts of negligence not yet known to plaintiff but which will be ascertained during the course of discovery in this litigation;

11. As a direct and proximate result of Defendant's negligence, Plaintiff sustained injuries which have caused pain, suffering, disability and mental anguish and will in the future cause pain, suffering, disability, and mental anguish, permanently, and such other and further injuries and damages as may be disclosed through continuing course of treatment provided to her by her various medical providers.

12. As a further direct and proximate result of the automobile collision, Plaintiff sustained the following damages:

- a. economic damages past and future;
- b. pain and suffering, past and future, including, but not limited to:
 - 1) physical pain and suffering;
 - 2) mental anguish;
 - 3) fright and shock;
 - 4) denial of social pleasure, enjoyment; and
 - 5) embarrassment, humiliation and mortification.
- c. loss of some or all enjoyment of life; and

- d. such other damages as may be allowed by the common law of the State of Michigan and/or the Michigan No-Fault Act.

WHEREFORE, Plaintiff requests that this Honorable Court enter judgment in his favor and against Defendant, Kavitaaben Manishkumar Desai, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by the him, plus interest, costs and attorney fees in pursuing this action.

COUNT II
NO-FAULT CLAIM – CITY OF DETROIT

13. Plaintiff incorporates by reference Paragraphs 1-12 as though fully set forth herein.

14. That relevant proofs of Personal Protection Insurance Benefits due and owing to the Plaintiff, including, but not limited to medical expenses and attendant care services were submitted to the Defendant City of Detroit on or around April 22, 2013, along with a demand that Plaintiff be reimbursed for said amounts. However, despite that demand, the Defendant has refused and to this date has neglected to pay Plaintiff the benefits, thereby causing a breach of the contract of insurance.

15. That the Defendant's denial or refusal to pay Personal Protection Insurance benefits due to the Plaintiff has been arbitrary and without justification.

16. That as a direct and proximate result of the Defendant's arbitrary refusal and outrageous conduct in failing to pay said No-Fault benefits to the Plaintiff, the Plaintiff has been compelled to hire an attorney to pursue his civil remedies and accordingly, the Plaintiff hereby demands the additional benefits for said overdue payments pursuant to the Michigan No-Fault Law.

17. The motor vehicle operated in the accident at issue was owned by the City of Detroit.

WHEREFORE, Plaintiff requests this Honorable Court to enter a judgment in his favor

and against Defendant, the City of Detroit, in an amount determined to be fair, just and adequate compensation for the injuries and damages sustained by his, plus interest, costs and attorneys' fees incurred in pursuing this action.

Respectfully submitted,

THE REIZEN LAW GROUP

/s/ Scott R. Reizen

SCOTT R. REIZEN (P63724)

Attorney for Plaintiff

333 W. 7th St, Suite 360

Royal Oak, MI 48067

(248) 554-3440/(248) 750-0790 – Fax

sreizen@thereizenlawgroup.com

Dated: June 4, 2013

EXHIBIT C

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REGISTER OF ACTIONS**CASE No. 13-007308-NI****RELATED CASE INFORMATION****Related Cases**

13-013706-NF (Prior Action)
14-009320-NI (Prior Action)

PARTY INFORMATION**Defendant CITY OF DETROIT**

Lead Attorneys
Calvert A. Bailey
Retained
(313) 224-4550(W)

Defendant DESAI, KAVITABEN MANISHKUMAR**Plaintiff HAYNES, CLARENCE**

Scott Robert Reizen
Retained
(248) 554-3440(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS	
06/04/2013	Service Review Scheduled
06/04/2013	Status Conference Scheduled
06/04/2013	Complaint, Filed
06/04/2013	Case Filing Fee - Paid
07/08/2013	Return of Service, Filed
07/08/2013	Default, Request, Affidavit and Entry Filed
07/08/2013	Default, Request, Affidavit and Entry Filed
07/08/2013	Answer to Complaint, Filed
08/21/2013	Closed/Final - Admin Clang Due to Bankruptcy, Signed and Filed (Judicial Officer: Fresard, Patricia Perez)
09/06/2013	CANCELED Status Conference (8:15 AM) (Judicial Officer Fresard, Patricia Perez) Case Disposed/Order Previously Entered 09/03/2013 Reset by Court to 09/06/2013

EXHIBIT D

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	STATUS CONFERENCE SCHEDULING ORDER <input type="checkbox"/> AMENDED ORDER	CASE NO. 14-009320-NI
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Haynes, Clarence v City of Detroit, et al.
Hon. Patricia Perez Fresard

Case Status: Open Active
Status Conference Date: 10/01/2014
Filed Date: 07/18/2014

PL Haynes, Clarence	63724	Scott Robert Reizen	(248) 554-3440
DF City of Detroit			
DF Desai, Kavitaaben Manishkumar	31837	Thomas R. Charboneau	(248) 644-3600

1. ☐ Service has been obtained and time for filing of the answer has not lapsed. IT IS ORDERED THAT:
- ☐ An adjourned Status Conference is to be held on: .
 - ☐ **PLAINTIFF IS ORDERED** to notify all parties of this conference, and file proof of service with Clerk of the Court (Room 201 Coleman A. Young Municipal Center).
 - ☐ The Court has established the schedule of events noted below and **PLAINTIFF IS ORDERED** to serve a copy of this Scheduling Order on all parties and file proof of service with the Clerk of the Court.

14-009320-NI
FILED IN MY OFFICE
WAYNE COUNTY CLERK
10/1/2014 12:18:01PM
CATHY M. GARRETT
/s/ Angela Strong-Cooper

2. ☐ Service has been obtained, time for filing an answer has lapsed and no answer has been filed by Defendant .
Default shall be filed and served, and motion for entry of default judgment shall be filed and heard no later than .

3. ☒ The following schedule of events is ordered:

Please check (x) Track Selection	<input checked="" type="checkbox"/> Track #1	<input type="checkbox"/> Track #2	<input type="checkbox"/> Track #3	<input type="checkbox"/> Other
Witness Exchange Filing	01/09/2015	03/27/2015	06/26/2015	
Discovery Cutoff	02/27/2015	05/29/2015	08/28/2015	
Case Evaluation Month	05/2015	07/2015	10/2015	
Settlement Conference (Case Evaluation date Plus 42 days)	42 Days	42 Days	42 Days	
Other Conference				

Comments: (1) All summary disposition motions must be scheduled in advance with the law clerk and filed no later than 28 days prior to the hearing date.

Summary Disposition motions may not be heard less than sixty (60) days prior to trial.

(2) All responses to be filed fourteen (14) days prior to motion date.

(3) All pleadings should include fax numbers.

☐ ARISING OUT OF CASE #

Please check (x) if special case evaluation panel is applicable:

☐ COMMERCIAL PANEL

☐ EMPLOYMENT/DISCRIMINATION PANEL

☐ BUSINESS COURT PANEL

NOTE: The specific trial attorneys, parties, lienholders and insurance representatives or other persons with authority to make a final decision as to settlement are required to appear at the Settlement Conference, unless excused by the assigned judge.

NOTICE: This constitutes a duly entered Order of this Court, and failure to comply strictly with all its terms, may result in sanctions.

Attorney for Plaintiff Bar No.

Attorney for Defendant Bar No.

Attorney for Plaintiff Bar No.

Attorney for Defendant Bar No.

/s/ Patricia Perez Fresard 10/1/2014
Circuit Court Judge (Date)

EXHIBIT E

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

CLARENCE HAYNES,

Plaintiff,

v

Case No.: 14 009320 NI
Honorable Patricia Fresard

CITY OF DETROIT and KAVITABEN
MANISHKUMAR DESAI,

Defendants.

SCOTT R. REIZEN (P 63724)
MELISSA A. PODE (P 76551)
The Reizen Law Group
Attorney for the Plaintiff
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THOMAS R. CHARBONEAU, JR. (P 31837)
Sills, Charboneau & Barnett, P.C.
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tcharblaw@gmail.com

CALVERT BAILEY (P 42409)
City of Detroit Law Department
Attorney for Defendant City of Detroit
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Detroit, MI 48226
313/237-3004 // 313/224-5505 fax
bailc@detroitmi.gov

STIPULATED ORDER TO FILE AMENDED COMPLAINT

At a session of said Court held in the CAYMC in
the City of Detroit, County of Wayne, State of
Michigan on _____.

PRESENT: HONORABLE _____
CIRCUIT COURT JUDGE

This matter having come before the Court by stipulation of the parties and the Court
being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Plaintiff may amend his Complaint to reflect that he is seeking benefits accrued after July 18, 2013, the City of Detroit bankruptcy filing date.

CIRCUIT COURT JUDGE

I hereby stipulate to entry of the above Order:

/s/ Scott R. Reizen

SCOTT R. REIZEN (P 63724)
Attorneys for Plaintiff
248/554-3440 // 248/750-0790 fax
scott@reizenlaw.com / melissa@reizenlaw.com

/s/ Calvert Bailey (w/permission)

CALVERT BAILEY (P 42409)
Attorney for Defendant
313/237-3004 // 313/224-5505 fax
bailc@detroitmi.gov

/s/ Thomas Charboneau, Jr. (w/permission)

THOMAS R. CHARBONEAU, JR. (P 31837)
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EXHIBIT F

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REGISTER OF ACTIONS**CASE No. 14-009320-NI****RELATED CASE INFORMATION****Related Cases**

13-007308-NI (Prior Action)

PARTY INFORMATION**Defendant** City of Detroit

Lead Attorneys
Calvert A. Bailey
Retained
(313) 224-4550(W)

Plaintiff Haynes, Clarence

Scott Robert Reizen
Retained
(248) 554-3440(W)

EVENTS & ORDERS OF THE COURT**OTHER EVENTS AND HEARINGS**

07/18/2014 Service Review Scheduled
07/18/2014 Status Conference Scheduled
07/18/2014 Complaint, Filed
07/18/2014 Case Filing Fee - Paid
09/25/2014 Appearance of Attorney, Filed
09/29/2014 Answer to Complaint with Jury Demand, Filed
09/29/2014 Proof of Service, Filed
10/01/2014 Status Conference (9:15 AM) (Judicial Officer Fresard, Patricia Perez)
10/17/2014 Reset by Court to 10/01/2014
Result: Reviewed by Court
10/01/2014 Status Conference Scheduling Order, Signed and Filed (Judicial Officer: Fresard, Patricia Perez)
10/03/2014 Miscellaneous Pleadings, Filed
12/16/2014 Order Compelling Action, Signed and Filed (Judicial Officer: Fresard, Patricia Perez)
01/08/2015 Witness List, Filed
01/12/2015 Witness List, Filed
01/28/2015 Motion to Extend Time, Filed
01/29/2015 Precept, Filed (Judicial Officer: Fresard, Patricia Perez)
02/20/2015 CANCELED Motion Hearing (9:00 AM) (Judicial Officer Fresard, Patricia Perez)
Dismiss Non-Appearance
02/25/2015 Proof of Service, Filed
02/25/2015 Precept, Filed (Judicial Officer: Fresard, Patricia Perez)
03/13/2015 CANCELED Motion Hearing (9:00 AM) (Judicial Officer Fresard, Patricia Perez)
Dismiss Hearing or Injunction
04/22/2015 Miscellaneous Motion, Filed
04/22/2015 Notice of Hearing, Filed
04/24/2015 Party Final - Order Dismissing Party, Signed and Filed (Judicial Officer: Fresard, Patricia Perez)
05/05/2015 Case Evaluation - General Civil
06/01/2015 Motion to Set Aside
06/01/2015 Notice of Hearing, Filed
06/02/2015 Case Evaluation - No Acceptance
06/03/2015 Precept, Filed (Judicial Officer: Fresard, Patricia Perez)
06/12/2015 Motion Hearing (9:00 AM) (Judicial Officer Fresard, Patricia Perez)
06/15/2015 Settlement Conference (9:00 AM) (Judicial Officer Fresard, Patricia Perez)

FINANCIAL INFORMATION

Defendant City of Detroit		
Total Financial Assessment		20.00
Total Payments and Credits		20.00
Balance Due as of 06/08/2015		0.00
06/01/2015 Transaction Assessment		20.00
06/01/2015 Civil File & Serve Payment Receipt # 2015-47197	City of Detroit	(20.00)
Defendant Desai, Kavitaaben Manishkumar		
Total Financial Assessment		20.00

6/8/2015

<https://cmspublic.3rdcc.org/CaseDetail.aspx?CaseID=2410729>

	Total Payments and Credits		20.00
	Balance Due as of 06/08/2015		0.00
01/28/2015	Transaction Assessment		20.00
01/28/2015	Civil File & Serve Payment Receipt # 2015-07914	Desai, Kavitaaben Manishkumar	(20.00)
	Plaintiff Haynes, Clarence		
	Total Financial Assessment		20.00
	Total Payments and Credits		20.00
	Balance Due as of 06/08/2015		0.00
04/22/2015	Transaction Assessment		20.00
04/22/2015	Civil File & Serve Payment Receipt # 2015-35366	Haynes, Clarence	(20.00)

<https://cmspublic.3rdcc.org/CaseDetail.aspx?CaseID=2410729>

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